S. HRG. 98-497, PT. 2

OVERSIGHT ON BOILERMAKERS, 1983

HEARINGS

BEFORE THE

COMMITTEE ON
LABOR AND HUMAN RESOURCES
UNITED STATES SENATE

NINETY-EIGHTH CONGRESS

FIRST SESSION

ON

EXAMINATION ON ALLEGED ILLEGAL SALES OF UNION MEMBERSHIPS OR BOOKS TO UNQUALIFIED WELDERS BY OFFICIALS OF LOCAL CHAPTERS OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, AND HELPERS

OCTOBER 25, 1983, AND JUNE 19 AND 20, 1984

PART 2

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OVERSIGHT ON BOILERMAKERS, 1983

TUESDAY, OCTOBER 25, 1983

U.S. SENATE,
COMMITTEE ON LABOR AND HUMAN RESOURCES,
Washington, D.C.

The committee met, pursuant to recess, at 9:50 a.m., in room 430, Dirksen Senate Office Building, Senator Orrin G. Hatch (chairman) presiding.

Present: Senators Hatch and Quayle.

OPENING STATEMENT OF SENATOR HATCH

The CHAIRMAN. We will resume testimony in the Boilermakers oversight hearing.

We welcome you gentlemen to our committee. We know it is difficult for you to be here but we really appreciate your presence.

Before I begin with some of the opening remarks that I do have, let me give the chronology of our contacts with officials of the Boilermakers Union and with the minority staff of the committee regarding document request for the October 25 hearings.

On May 24, 1983, I wrote the Boilermakers' & Blacksmiths' national pension trust, and I requested a computer run of hours worked by all members of Boilermakers Locals 154 and 687, just two locals. On June 20, 1983, the pension fund executive director, V. Keith Reed, writes denying my document request.

On July 27, 1983—and, I might add, there were interim chats about this throughout the whole process—on July 27, 1983, at an executive session of the committee, Senator Kennedy and I entered into an agreement, an oral agreement—and, I might add, the union representatives were there and agreed to it—regarding procedures for testimony and document submission. Later that day majority and minority staffs met to discuss those procedures.

I might add that minority counsel, who has been in touch with the union, told us at that time that it appeared possible for the union to bring us documents under their control that will show worker qualifications and, I might add, in the same manner that the pension documents show such qualifications: that is, a compilation of the hours worked or work records.

Majority staff attempted to get the minority staff to specify such documentation in a joint letter to go out under the signatures of Senator Hatch—myself—and Senator Kennedy, the ranking minority member, but I might add that the minority declined to have the letter be that specific.

On August 3, 1983, letters did go out requesting that representatives of the international and locals 687 and 154 meet with majority and minority staffs "to discuss the issues we would like you to address, and to make arrangements for the submission of documents pertinent to your testimony in advance of the hearings, in order that the committee may fully prepare," making it clear that I want to have the union leaders come in. Nobody wants them to come in more than I do. It is necessary for the final resolution of this matter, but I want them to come in after we have had a chance to look at these records that they agreed to produce for us.

Between September and October 1983—or, I might add, from that August 3 date on—three meetings were held between representatives of the majority, the minority, and the union, both international locals 154 and 687, to discuss arrangements for document submission and for the hearing that we intended to hold. We were unable to work out a satisfactory arrangement with the union for document review. Union representatives stated that they do not have documents under their control that will show the boilermaker hours that their members have worked.

Now if they don't, that is astounding to me, because I don't know how you can run a union that claims to have an apprenticeship program or claims to have a training program, without keeping some sort of track of the hours that people work. That is not only astounding to me, it is amazing to me, if those two words don't mean the same, but they claim they don't have any of those records.

They then go and argue at these three meetings that those documents are irrelevant anyway, because journeymen do not have to have 8,000 hours. I might add that this point, in my opinion, is refuted by reference to their own collective bargaining agreements from 1976 through 1983. I think we have made that point in open hearings but, of course, that is another way of saying: "We are not going to cooperate with you." Of course, they claim they don't have any records. Again, that is not only astounding, it is shocking. It is certainly not a protection to union members who do have books, who have earned those books, and who are qualified Boilermakers Union welders.

Union representatives offered to ask the pension fund to give staff access to a limited number of pension records, provided we get waivers from the Freedom of Information Act from the individuals involved. Majority staff, of course, had to reject that offer on the grounds that a sample might not offer itself to accurate interpolation, and that securing waivers from 100 or so people would not only be difficult, it would be extremely time consuming.

On October 18, 1983—I might add, with union officials still not offering to substitute documents for the requested pension records—I frankly decided that the only course left for us is to attempt to subpoena the pension documents that we had originally requested on May 24, 1983. I cannot blame any member of this committee for not being here this morning because there was tremendous traffic but, more importantly, there have been some very interesting political developments that have occurred today that are, to say the least, very important.

However, I intend to get to the bottom of this, and the only way I can get to the bottom of this is to listen to you gentlemen today and other witnesses who are here today, who I think will add some more in this everlasting quest to try to get justice in this matter, or to resolve it one way or the other, and to get documents so that we can have something to ask the union leaders when they appear.

Now I am committed to calling the union leaders. They can be represented by counsel at the table. I am committed to that. I am committed to having Mr. Gualtieri here, Mr. Horne's representative, and the head of the international. They are going to have every opportunity to tell their side of it, but I want the documents so that we have every opportunity to understand what both sides really are in this matter. I don't think that that is an unreasonable way to proceed.

In the interim time, we have decided to call these witnesses today because they do add some new facts to the overall investigation. Therefore, today we resume oversight hearings on allegations of illegal sales of union memberships and other alleged abuses by officials of various chapters of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers.

At the outset today, I do want to express my condolences to the family and friends of Mr. Kenneth Horne, the president of Boilermakers Union Local 687 in Charleston, S.C., who passed away on August 22. We had invited Mr. Horne to testify before the committee at a later date with regard to allegations that had been made against him by a number of witnesses before this committee.

To the extent that those allegations involve ongoing problems, such as the qualifications of workers who bought local 687 memberships or books, we will ask local 687 to designate a spokesman to testify about these matters. Other than that, there will be no further investigation of the business practices of Mr. Horne. The spokesman they delegate I hope will not be an attorney, but somebody who is a union official, who is familiar with what the local does, although he may be represented by an attorney, of course.

Today's hearing is the fifth that the committee has held on this subject since we began this oversight investigation in April 1982. Originally we had hoped that we would be hearing from union officials today, and that this would be our final hearing on this topic. However, we had to postpone the hearing with union officials indefinitely, as I have explained, because of the difficulties we have been having in obtaining documentation related to the union's testimony.

We also needed an additional day of hearings in order to complete the testimony of boilermaker journeymen Gary Boring and Robert Stockdill, who I promised would be given the opportunity, and the National Labor Relations Board which we were unable to finish at the August 2 hearing. This testimony regards allegations by Messrs. Boring and Stockdill that they were fired by a boilermaker construction project in November 1982, in retaliation for their criticism of Mr. Fred Gualtieri, business agent for local 154 in Pittsburgh. These witnesses, as I understand it, allege that the NLRB acted improperly in upholding their firings.

Other evidence of wrongdoing with regard to boilermaker membership sales has come to our attention since the August 2 hearing, and we will try to develop that testimony here today. We will hear testimony from a panel of boilermakers who will testify that they had to pay prices greater than the established initiation fee for their union books. At the time they got these journeymen books, none of these witnesses, at least as far as I know, had worked the 8,000 hours requisite to their journeymen classifications.

As I stated in our discussions regarding the subpena authority earlier, our objectives in holding this oversight inquiry are as follows: First, to determine whether local lodges of the Boilermakers Union are sending out unqualified workers to work at nuclear powerplants and other important construction projects, to the detriment of the consumers of this country and those who are building the projects; second, to insure that the Federal agencies with jurisdiction over these matters are doing their jobs properly.

Our hearings have demonstrated that the FBI and the Nuclear Regulatory Commission have been less than enthusiastic in collecting and analyzing the evidence available in this case. Now we hope this will change, but we have been hoping for a long time. We hope that the FBI will interview the witnesses on our panel here today regarding the sale of union books at extortionate prices.

Third, we hope to induce union officials to set their own house in order, particularly with regard to job referrals. In 1979, Gary Boring and several other boilermakers who get their referrals out of local 154 in Pittsburgh, but are not members of that local, won a major discrimination case against the local.

However, compliance with that decision has been slow and grudging, in our opinion. Extensive testimony from rank-and-file workers, as well as staff interviews with persons who have not been willing to testify, indicates that favoritism in referrals has been a serious problem at locals throughout the country.

Fourth, we hope to induce the National Labor Relations Board to become a more effective force against favoritism in job referrals. I am not prepared to evaluate their performance as yet because we have not as yet heard their testimony. However, I have some concern based on a reading of the record of the NLRB's handling of the complaints regarding the Boring and Stockdill firings of last November, and I am similarly concerned about the pace of the NLRB's enforcement case against local 54 in Pittsburgh.

With that, we will get on with today's hearings. Our first witnesses will be a panel who will tesify regarding payments for union books in excess of established initiation fees.

Let me have you gentlemen all rise, and let me swear you in.

Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DARRELL HALL. I do.

Mr. FRANCIS HALL. I do.

Mr. BOWSER. I do.

The CHAIRMAN. Thank you.

What I would like you to do is, from my right, would you just identify yourselves for the record?

Mr. BOWSER. Glen Bowser.

The CHAIRMAN. OK, Glen.

Mr. DARRELL HALL. Darrell Hall.

The CHAIRMAN. Darrell Hall.

Mr. FRANCIS HALL. Francis Darrell Hall.

The CHAIRMAN. Francis.

Mr. STOCKDILL. Robert Stockdill.

Mr. **Boring**. Gary Boring.

The **Chairman**. All right. Now let's go with Mr. Darrell Hall, Sr., and Jr., first. OK? Our first witnesses this morning are Mr. Francis Darrell Hall of Sebring, Fla., and his son, Darrell Bruce Hall of Butler, Pa.

Let me address my first series of questions to you, the younger Mr. Hall. How long have you been a member of the Boilermakers Union, Mr. Hall?

STATEMENT OF DARRELL BRUCE HALL, JOURNEYMAN BOILERMAKER FROM BUTLER, PA

Mr. **Darrell Hall**. Fifteen years.

The **Chairman**. Fifteen years? I understand you hold a mechanic's or journeyman's card from the National Transient Division of the union. Is that correct?

Mr. **Darrell Hall**. That is correct.

The **Chairman**. I understand that you arranged for your father to join the Boilermakers Union. Is that correct?

Mr. **Darrell Hall**. That is correct.

The **Chairman**. In late 1977?

Mr. **Darrell Hall**. Yes.

The **Chairman**. OK. How much was a standard initiation fee pertaining to your father's membership? At that time, how much did they charge for the standard initiation fee?

Mr. **Darrell Hall**. I believe $200.

The **Chairman**. All right. Did you pay $200 to get him into the union?

Mr. **Darrell Hall**. No; I didn't.

The **Chairman**. How much did you pay?

Mr. **Darrell Hall**. $600.

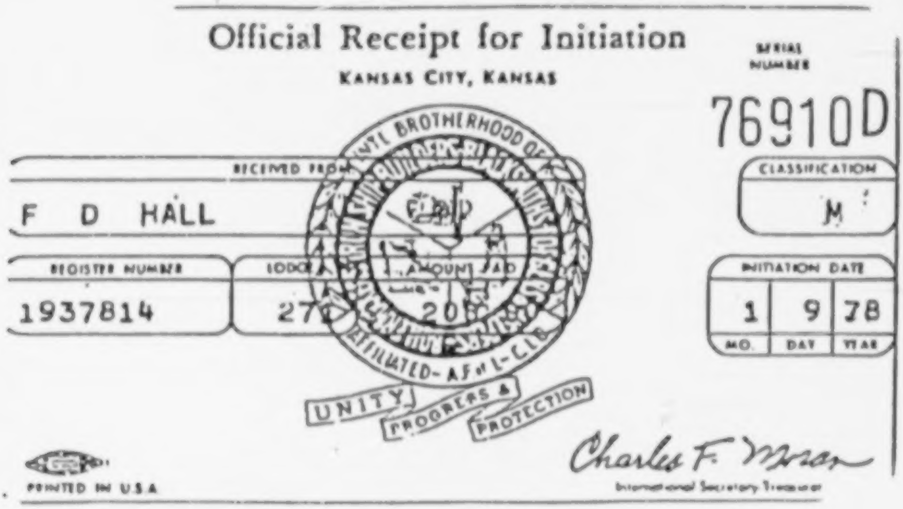
The **Chairman**. Do you have a receipt?

Mr. **Darrell Hall**. I don't have a receipt.

The **Chairman**. Well, we will put the receipt in the record as Hall exhibit No. 1. The receipt shows that the initiation date was January 9, 1978.

[Hall exhibit No. 1 follows:]

Hall Exhibit No. 1



Official Receipt for Initiation

KANSAS CITY, KANSAS

SERIAL NUMBER

76910D

RECEIVED FROM

F D HALL

REGISTER NUMBER

1937814

LODGE

27

AMOUNT PAID

20

CLASSIFICATION

M

INITIATION DATE

MO.	DAY	YEAR
1	9	78

BROTHERHOOD OF

AFFILIATED AFL-CIO

UNITY

PROGRESS &

PROTECTION

Charles F. Moran

International Secretary Treasurer

PRINTED IN U.S.A

The CHAIRMAN. To whom did you pay the $600?

Mr. DARRELL HALL. To Jerry Dill.

The CHAIRMAN. Now as I understand it, he is a boilermaker in Ohio who had contacts with officials of local 271 in Montreal, Canada. Is that correct?

Mr. DARRELL HALL. Yes.

The CHAIRMAN. Did you pay Mr. Dill in cash or by check?

Mr. DARRELL HALL. It was by cash.

The CHAIRMAN. Was a local 271 card issued to your father?

Mr. DARRELL HALL. Yes, it was.

The CHAIRMAN. We will place that card in the record as Hall exhibit No. 2.

[Hall exhibit No. 2 follows:]

Hall Exhibit No. 2

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
AFL—CIO

THIS IDENTIFICATION CARD BELONGS TO

Francis Daryl Hall
(NAME)

REGISTER NO. 1937814

SOCIAL SECURITY NO. 173-12-4542

Mechanic
(CLASSIFICATION OF BEARER)

Jefferson Co. Pa.
(PLACE OF BIRTH)

	(MONTH)	(DAY)	(YEAR)
BIRTHDATE	5	4	1922
INITIATED	1	9	1978

LOCAL LODGE NO. 271

LOCATION Montreal, Quebec, Can.
(CITY) (STATE)

LOCAL LODGE SECRETARY-TREASURERS ARE REQUIRED TO COMPLETE THE ABOVE ITEMS.

STATEMENT OF FRANCIS DARRELL HALL, JOURNEYMAN BOILERMAKER FROM SEBRING, FL

The CHAIRMAN. Now let me turn to you, Mr. Hall, Sr., for just a few questions.

What level of experience as a boilermaker did your Montreal book signify that you had at the time of the purchase of that book?

Mr. FRANCIS HALL. Sir?

The CHAIRMAN. What level of experience did the Montreal book signify that you had at the time of the purchase of the book?

Mr. FRANCIS HALL. I had 29 years with Pullman Standard as a welder, fitter——

The CHAIRMAN. That is what it says?

It says on this International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers identification card that your classification was as a mechanic. Is that correct?

Mr. FRANCIS HALL. As a mechanic, that's correct.

The CHAIRMAN. OK. Is that the union's term for a journeyman?

Mr. FRANCIS HALL. Yes, sir.

The CHAIRMAN. Now did you at that time have the 8,000 hours of experience at the boilermakers trade to qualify you for journeyman status?

Mr. FRANCIS HALL. Not in the Boilermakers Union.

The CHAIRMAN. OK. Were you always paid journeyman wages?

Mr. FRANCIS HALL. Yes, sir.

The CHAIRMAN. Were you ever denied work by Local 154 of the Boilermakers Union in Pittsburgh?

Mr. FRANCIS HALL. Yes, sir. I never worked out of 154.

The CHAIRMAN. However, were you actually denied the opportunity of working out of there?

Mr. FRANCIS HALL. Yes.

The CHAIRMAN. When did that occur?

Mr. FRANCIS HALL. That would be about 1978, actually 1979. In 1978 I signed the book. In 1978 or 1979—1979—they wouldn't let me sign the book any more. I couldn't go down and sign the book.

The CHAIRMAN. What was the reason?

Mr. FRANCIS HALL. Because I didn't have 8,000 hours with their——

The CHAIRMAN. That is why they said you couldn't work out of their local? You did not have 8,000 hours?

Mr. FRANCIS HALL. That is correct.

The CHAIRMAN. That is the rationale, and that is the actual statement that they made to you?

Mr. FRANCIS HALL. They said that I had to have 8,000 hours with the boilermakers to work out of the union.

The CHAIRMAN. However, as I understand it, you had 29 years of welding on train cars for the Pullman Standard Co. before that time. Is that correct?

Mr. FRANCIS HALL. That is correct.

The CHAIRMAN. You consider that to be comparable experience?

Mr. FRANCIS HALL. I am sure it is.

The CHAIRMAN. Now in staff conferences the union attorneys have told us that there are a lot of boilermaker journeymen who get journeymen's work with less than 8,000 hours because of comparable experience elsewhere, but this was not the case with you. Is that right? You were not able to get work because they said you didn't have 8,000 hours?

Mr. **Francis Hall**. I wasn't able to get it out of 154.

The **Chairman**. That's right. Therefore, they did not count the 29 years' experience that you had?

Mr. **Francis Hall**. No.

The **Chairman**. They did not consider that comparable experience or equivalent experience?

Mr. **Francis Hall**. That is correct.

The **Chairman**. OK. On August 2, 1983, Mr. Joseph Maurizi, attorney for Pittsburgh Local 154, testified before this committee that an 8,000-hour rule regarding job referrals was not instituted in local 154 until October 1982, yet you were turned away by that local in 1979 or 1980, as I recall, on the basis of not having 8,000 boilermaker hours. Is that right?

Mr. **Francis Hall**. That is correct.

The **Chairman**. Now we know that a lot of other boilermakers in the local 154 area got referred out with less than 8,000 hours prior to October 1982. Are you aware of that?

Mr. **Francis Hall**. I didn't follow you.

The **Chairman**. We know that there were a number of other welders who did get referred out, who did not have your experience and who did not have 8,000 hours.

Mr. **Francis Hall**. Oh, yes.

The **Chairman**. Why did they refuse this privilege to you?

Mr. **Francis Hall**. I don't know.

The **Chairman**. You don't know? Do you have any suspicions? What?

Mr. **Francis Hall**. Just that I didn't have 8,000 hours.

The **Chairman**. I see. Did you secure employment with your local 271 card from locals other than local 271?

Mr. **Francis Hall**. Yes.

The **Chairman**. I think you told us that you got referrals from Toledo Local 85 in April 1978 and in 1979, and from the Youngstown, Ohio, Local 744 in 1980 and 1981. Is that correct?

Mr. **Francis Hall**. That is correct.

The **Chairman**. Now you told us that you were allowed to work 1,378 hours over those 4 years. Am I right on that?

Mr. **Francis Hall**. That is right.

The **Chairman**. Now working essentially full time for 4 years would be about 8,000 hours. Is that right?

Mr. **Francis Hall**. Yes; that is about the normal work.

The **Chairman**. How can you make a living on an average of 350 hours a year, which is all you were getting at that time?

Mr. **Francis Hall**. Well, I worked at other things, too, you know.

The **Chairman**. However, you couldn't work——

Mr. **Francis Hall**. I worked at Pullman until 1980, when I retired.

The **Chairman**. OK. Therefore, you had to work at other things because you couldn't get work through the union?

Mr. **Francis Hall**. Oh, yes.

The **Chairman**. Let me ask you this, Mr. Hall: why would you pay $600 for a book worth only $200?

Mr. Francis Hall. I didn't know that the book sold for $200. I thought the price was $600.

The Chairman. You thought that was the price you had to pay for it?

Mr. Francis Hall. That is right.

The Chairman. Were you led to believe, by purchasing this book, that ownership of the book would lead to steady work?

Mr. Francis Hall. Yes, I did.

The Chairman. OK. Now as I understand it, although you had been a welder for the Pullman Standard Co. for 29 years, you could not get steady employment as a boilermaker?

Mr. Francis Hall. No. I——

The Chairman. That is why you gave $600 to your son to get a book from Mr. Dill.

Mr. Francis Hall. Yes; I paid $600 to get the book.

The Chairman. Now let me address a few more questions to your son.

Was your father's book the only one you ever purchased at an inflated price from Jerry Dill?

Mr. Darrell Hall. No, sir.

The Chairman. As I—go ahead.

Mr. Darrell Hall. Excuse me. I got another book for a person by the name of Ed Dubyak.

The Chairman. OK. Was that also from Mr. Dill?

Mr. Darrell Hall. That was through Mr. Dill, yes.

The Chairman. Did you pay $600 for Mr. Dubyak's book?

Mr. Darrell Hall. That was $1,000.

The Chairman. That cost $1,000? Was this done in the same transaction?

Mr. Darrell Hall. Yes.

The Chairman. That would be $1,000 for Mr. Dubyak's book and $600 for your father's for a total of $1,600?

Mr. Darrell Hall. Both books were a total of $1,600.

The Chairman. Did you make the payment of $1,600 in cash?

Mr. Darrell Hall. I paid Mr. Dill cash. I went to Ohio and paid him cash for the books.

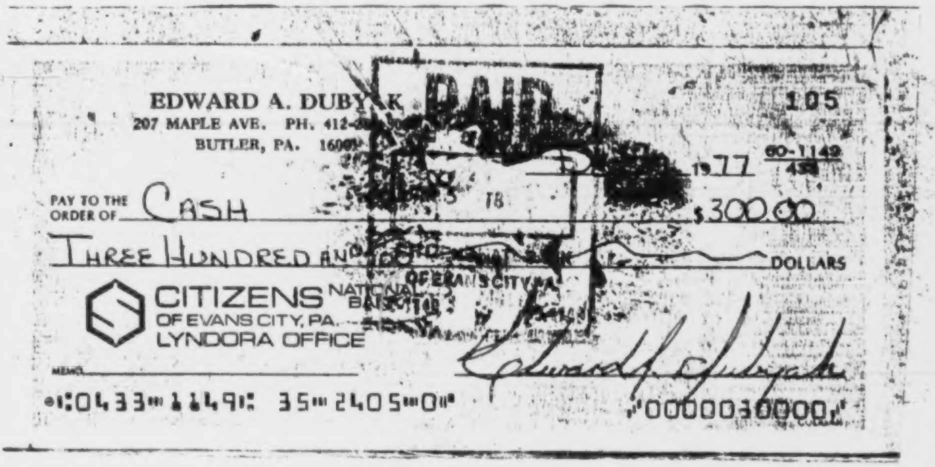
The Chairman. I see.

Now, exhibit 3, that we will put in the record at this point, without objection, consists of copies of the canceled checks that Mr. Dubyak wrote to you. Is that correct?

Mr. Darrell Hall. Yes.

[Hall exhibit No. 3 follows:]

Hall Exhibit No. 3



EDWARD A. DUBYAK
207 MAPLE AVE. PH. 412-
BUTLER, PA. 16001

105

19 77

60-1149
433

PAID

78

PAY TO THE ORDER OF Cash $300.00

Three Hundred and 00/100 DOLLARS

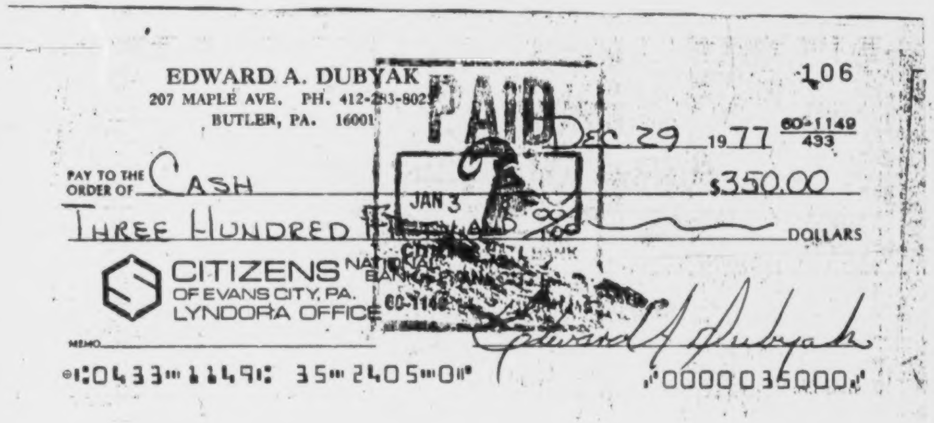
OF EVANS CITY PA

CITIZENS NATIONAL BANK
OF EVANS CITY, PA.
LYNDORA OFFICE

MEMO

Edward A. Dubyak

0433 1149 35 2405 0 0000030000



EDWARD A. DUBYAK
207 MAPLE AVE. PH. 412-283-8023
BUTLER, PA. 16001

106

Dec 29 19 77

60-1149
433

PAID

JAN 3

PAY TO THE ORDER OF Cash $350.00

Three Hundred Fifty and 00/100 DOLLARS

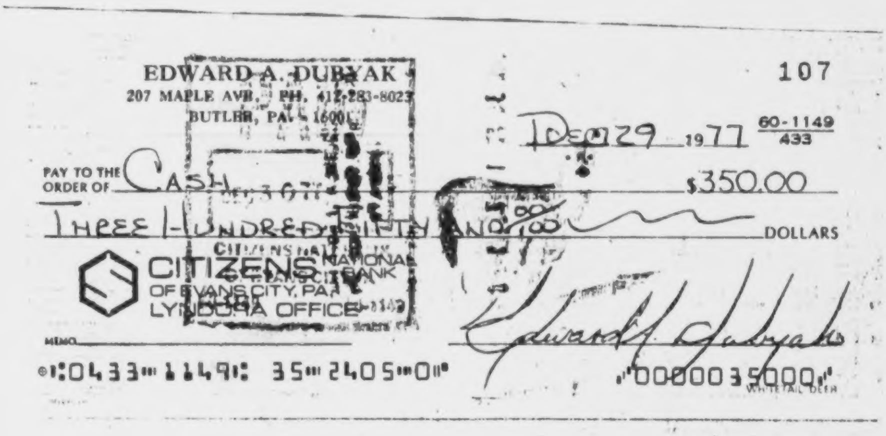
CITIZENS NATIONAL BANK
OF EVANS CITY, PA.
LYNDORA OFFICE

60-1149

MEMO

Edward A. Dubyak

0433 1149 35 2405 0 0000035000



EDWARD A. DUBYAK
207 MAPLE AVE. PH. 412-283-8023
BUTLER, PA. 16001

107

Dec 29 19 77

60-1149
433

PAY TO THE ORDER OF Cash $350.00

Three Hundred Fifty and 00/100 DOLLARS

CITIZENS NATIONAL BANK
OF EVANS CITY, PA.
LYNDORA OFFICE

MEMO

Edward A. Dubyak

0433 1149 35 2405 0 0000035000

WHITETAIL DEER

The **Chairman**. They are all dated December 29, 1977. Two of them are for $350 and the other one is for $300. Is that correct?

Mr. **Darrell Hall**. Right.

The **Chairman**. These checks, as evidenced by these copies, were actually given to you so you could cash them and pay cash to Mr. Dill to purchase the union book for Mr. Dubyak?

Mr. **Darrell Hall**. That is correct.

The **Chairman**. Was he issued a local 271 book?

Mr. **Darrell Hall**. Yes, sir.

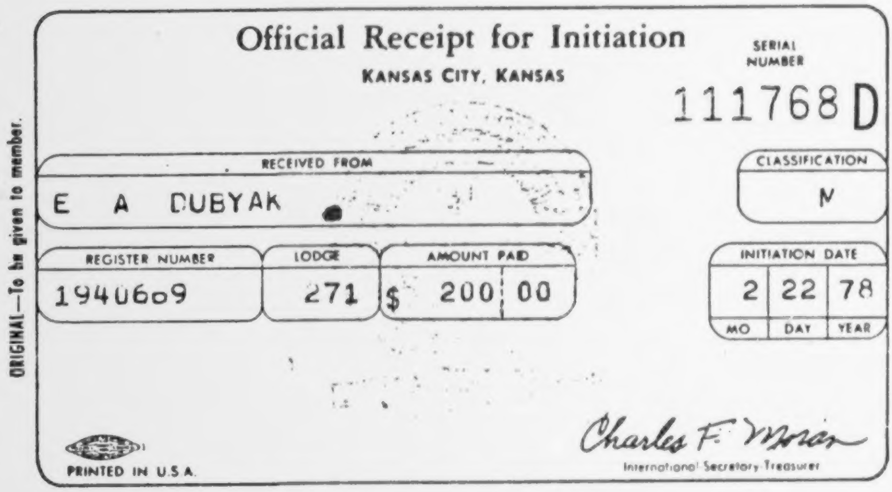
The **Chairman**. Was Mr. Dubyak also given a receipt for the initiation fee of only $200?

Mr. **Darrell Hall**. I believe he was.

The **Chairman**. We will put that in the record as Hall exhibit No. 4.

[Hall exhibit No. 4 follows:]

Hall Exhibit No. 4



Official Receipt for Initiation
KANSAS CITY, KANSAS

SERIAL NUMBER 111768 D

ORIGINAL—To be given to member.

RECEIVED FROM	E A DUBYAK
CLASSIFICATION	M
REGISTER NUMBER	1940609
LODGE	271
AMOUNT PAID	$ 200 00
INITIATION DATE (MO DAY YEAR)	2 22 78

Charles F. Moran
International Secretary-Treasurer

PRINTED IN U.S.A.

The **Chairman**. Now my staff contacted Montreal Local 271 and determined that the total initiation fee in Montreal has been $200 since 1975, with $30 of that going to the international. Now that would be a legal price of $400 for both Ed Dubyak and Darrell Hall, Sr., for those two books. What do you suppose happened to the other $1,200 that you testified you gave Mr. Dill?

Mr. **Darrell Hall**. I have no idea what happened to it.

The **Chairman**. Did Mr. Dubyak have his 8,000 hours at the time that he purchased his book through you?

Mr. **Darrell Hall**. Mr. Dubyak worked at Pullman Standard also.

The **Chairman**. Had he ever worked a day as a boilermaker?

Mr. DARRELL HALL. He had never worked as a boilermaker before.

The CHAIRMAN. However, he did have considerable experience as a welder at Pullman Standard Co.?

Mr. DARRELL HALL. I believe he did. I started myself working at Pullman Standard in 1966—excuse me, 1964—and I went into the field. I believe that my father and Ed Dubyak were very well qualified as welders and burners. To this day, Ed Dubyak has not worked 1 hour in the trade. He has never been able to get work out of 154.

The CHAIRMAN. I see. Even though they took his money, he hasn't gotten 1 hour of work to your knowledge.

Mr. DARRELL HALL. Definitely. They took his money and he can't work.

The CHAIRMAN. I think I said 154 took his money. It was actually the other local, 271. Right?

Mr. DARRELL HALL. Well, yes; but he has tried getting work at 154 and they have never sent him out.

The CHAIRMAN. Now you have testified that he never worked as a boilermaker, not 1 hour, and yet the classification on his receipt for initiation is "M" for mechanic or journeyman. Is that what the "M" on that receipt stands for, for Mr. Dubyak?

Mr. DARRELL HALL. Yes; he is definitely a journeyman.

The CHAIRMAN. OK. Well, the first four exhibits, hopefully without objection, of course, are placed in the record as of this point.

Did Mr. Dubyak ever secure work as a boilermaker after he was issued this local 271 card?

Mr. DARRELL HALL. He never secured any work. He had tried.

The CHAIRMAN. What was the reason for excluding him from getting work after he had paid for the card?

Mr. DARRELL HALL. I don't know what the reason was, other than it would be the same reason that my father couldn't work down there.

The CHAIRMAN. OK. Now, unfortunately Mr. Dubyak could not be here today because he could not get out of work. I understand today he is working at a clerical job. Are you aware of that?

Mr. DARRELL HALL. I am not sure where he is working at.

The CHAIRMAN. I am told that Mr. Dubyak has informed my staff that he was never able to secure work with the card, and that he had no idea at the time he bought the card that he was being overcharged for it.

Now do either of you gentlemen have direct knowledge of any other incidents of illegal bookselling other than the two you have mentioned, either of you?

Mr. DARRELL HALL. No, sir.

The CHAIRMAN. You do not? OK. I want to thank you for your testimony.

Our next witness is Mr. Glen Bowser. I wonder if you could move that one microphone, the one on your right, over close to Mr. Bowser? Mr. Bowser, pull the other microphone up close, also, so we can all hear your testimony.

Now, Mr. Bowser, you are from Kittanning, Pa. Is that correct?

STATEMENT GLEN BOWSER, JOURNEYMAN BOILERMAKER FROM KITTANNING, PA

Mr. BOWSER. Yes.

The CHAIRMAN. OK. As I understand it, you have been associated with the boilermakers union since January 1976. Is that correct?

Mr. BOWSER. March 1976.

The CHAIRMAN. March 1976. As I understand it, you have received virtually all of your job referrals out of local 154. Is that correct?

Mr. BOWSER. I would say three-fourths of them.

The CHAIRMAN. OK. Up until the past 3 years you worked pretty consistently as a boilermaker. Is that correct?

Mr. BOWSER. Yes, I did.

The CHAIRMAN. The last job you had that you were referred out on was the Huff powerplant back in April 1982. Am I correct in that?

Mr. BOWSER. Yes.

The CHAIRMAN. Am I correct in saying that you live within the jurisdiction of local 154?

Mr. BOWSER. Yes, I do.

The CHAIRMAN. You have lived there ever since you purchased your book. Is that right?

Mr. BOWSER. Yes.

The CHAIRMAN. Is your boilermaker membership also in the Pittsburgh local, or did you purchase your book out of local 271 in Montreal?

Mr. BOWSER. Out of 271.

The CHAIRMAN. You purchased it out of Montreal. As I understand it, you never really have transferred it to local 154. Am I correct there?

Mr. BOWSER. Yes.

The CHAIRMAN. OK. Now I think, as I understand it, you tried to transfer but you were denied each time. Is that correct?

Mr. BOWSER. I was never asked to transfer into 154.

The CHAIRMAN. OK. Now did you ever work in Montreal, or had you ever been to Montreal?

Mr. BOWSER. No.

The CHAIRMAN. Then how did you obtain your Montreal book?

Mr. BOWSER. Through my brother-in-law, Gerald Dill.

The CHAIRMAN. Could you spell his name for us?

Mr. BOWSER. Gerald Dill.

The CHAIRMAN. Oh, Dill. I see.

Near the end of 1975 or the early part of 1976, as I understand it, you worked a couple of jobs with a Bob Kilgore. That is also a brother-in-law. Is that right?

Mr. BOWSER. Yes, that's my brother-in-law.

The CHAIRMAN. You also worked with a Ben Bowser, but he is no relation. Is that correct?

Mr. BOWSER. Yes, no relation.

The CHAIRMAN. While on the job, Mr. Kilgore approached you and he inquired as to whether you liked the kind of work that you were doing and if you would be interested in buying a boilermaker journeyman's book.

Mr. BOWSER. Yes.

The CHAIRMAN. Am I stating that correctly?

Mr. BOWSER. Yes.

The CHAIRMAN. You told him you wouldn't mind having one. Is that right?

Mr. BOWSER. Yes.

The CHAIRMAN. As I understand it, you had been told by other boilermakers that if you had a book, you would be in a better position to obtain more work. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. Now, Bob Kilgore then stated that he could arrange it through a Mr. Gerald Dill, a friend of his who had worked with him on previous job sites. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. Mr. Kilgore told you, as I understand it, that you were to make out a check to Gerald Dill and that he would arrange the rest. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. As I understand it, 2 or 3 weeks later you received your book in the mail.

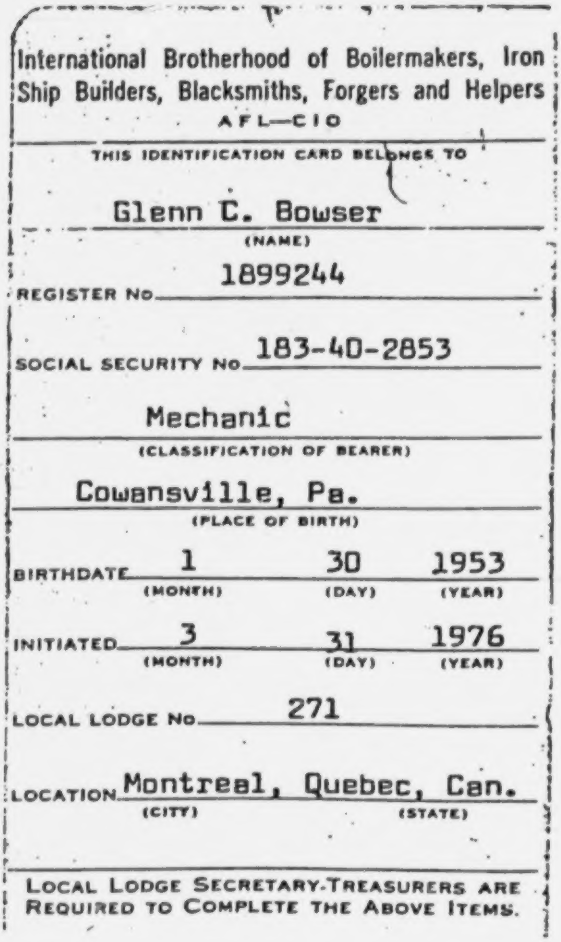
Mr. BOWSER. Yes.

The CHAIRMAN. OK. Now we will put Bowser exhibit No. 1 into the record at this point, which also indicates that you were designated as a mechanic or a journeyman. Is that right?

Mr. DARRELL HALL. Yes.

[Bowser exhibit No. 1 follows:]

Bowser Exhibit No 1



International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
AFL—CIO

THIS IDENTIFICATION CARD BELONGS TO

Glenn C. Bowser
(NAME)

REGISTER No. 1899244

SOCIAL SECURITY No. 183-40-2853

Mechanic
(CLASSIFICATION OF BEARER)

Cowansville, Pa.
(PLACE OF BIRTH)

BIRTHDATE 1 (MONTH) 30 (DAY) 1953 (YEAR)

INITIATED 3 (MONTH) 31 (DAY) 1976 (YEAR)

LOCAL LODGE No. 271

LOCATION Montreal, (CITY) Quebec, Can. (STATE)

LOCAL LODGE SECRETARY-TREASURERS ARE REQUIRED TO COMPLETE THE ABOVE ITEMS.

The CHAIRMAN. How much did you pay for the book?

Mr. BOWSER. $500.

The CHAIRMAN. Did you do that by certified check?

Mr. BOWSER. Yes, a cashier's check, certified.

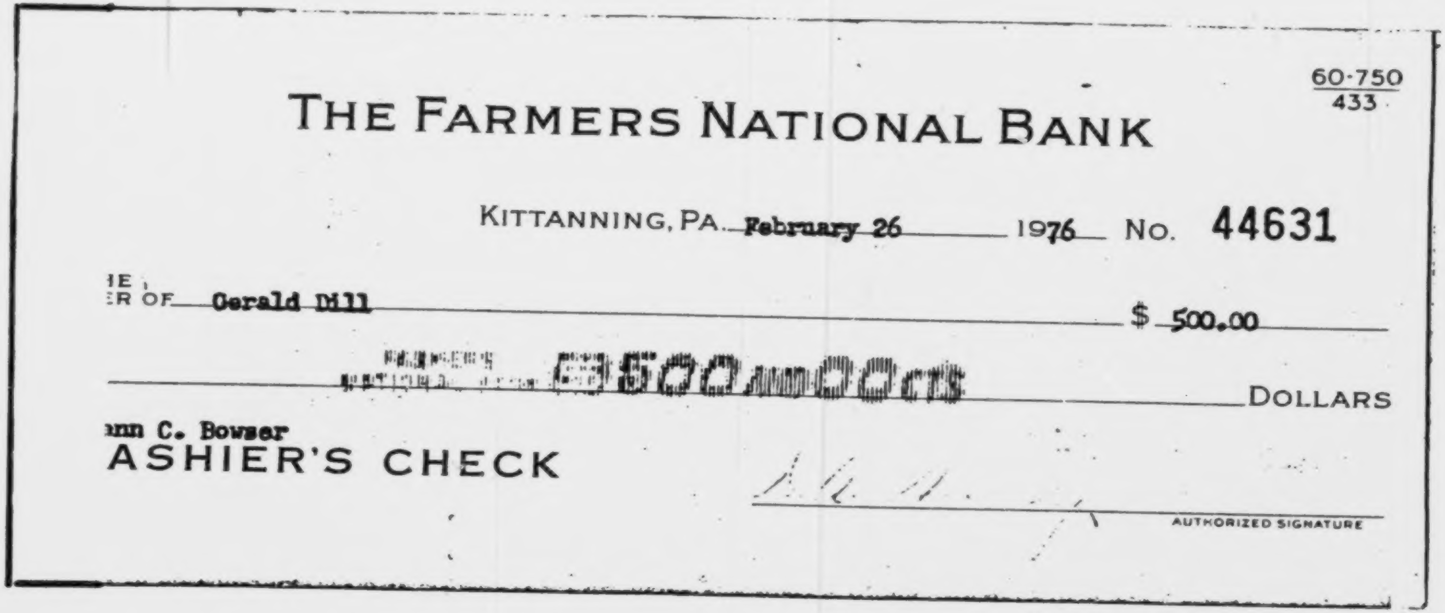
The CHAIRMAN. Now I understand that you still have that certified check, and that you have brought it with you here today. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. Well, I will enter the certified check, made out to Gerald Dill and signed by Glen Bowser, into the record at this time as Bowser exhibit No. 2.

[Bowser exhibit No. 2 follows:]

Bowser Exhibit No. 2



60-750
433

THE FARMERS NATIONAL BANK

KITTANNING, PA. February 26 1976 No. 44631

IE
ER OF Gerald Dill $ 500.00

$500 and 00 cts DOLLARS

ann C. Bowser
ASHIER'S CHECK

AUTHORIZED SIGNATURE

The CHAIRMAN. That check is dated February 26, 1976, and it is in the amount of $500. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. OK. Now did you know that the legal price for initiation at that time was only $200?

Mr. BOWSER. No.

The CHAIRMAN. Did you get a receipt for your initiation from the International?

Mr. BOWSER. Not that I know of.

The CHAIRMAN. Mr. Bowser, have you ever met Mr. Dill in person or had the occasion to work with him on any previous jobsites?

Mr. BOWSER. No.

The CHAIRMAN. I guess you had heard his name mentioned from time to time?

Mr. BOWSER. Yes.

The CHAIRMAN. And you heard it mentioned in connection with the purchase of your book. Is that the only way you know of him?

Mr. BOWSER. Yes.

The CHAIRMAN. What prior experience did you have as a boilermaker before obtaining your book?

Mr. BOWSER. Not too much.

The CHAIRMAN. When you say, "Not too much"—and let's clear up one thing—Mr. Dill is not your brother-in-law, is he?

Mr. BOWSER. No.

The CHAIRMAN. It was a little confusing there. You were talking about Bob Kilgore, who is your brother-in-law.

Mr. BOWSER. Yes.

The CHAIRMAN. OK. As I understand it, Ben Bowser and Bob Kilgore got you your first job in Salem, Ohio, welding a coal chute. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. You were basically unemployed at that time. Is that right?

Mr. BOWSER. Yes.

The CHAIRMAN. OK. Now a short time after that, you traveled to New York to perform a tank job. Am I right on that?

Mr. BOWSER. Yes.

The CHAIRMAN. OK. That job was a Titusville Local 636 job. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. Now were you affiliated with the Boilermakers Union at that time?

Mr. BOWSER. No.

The CHAIRMAN. In fact, as far as you knew, the union didn't even know that you were working on either of those two job sites. Is that correct?

Mr. BOWSER. Yes.

The CHAIRMAN. OK. Now it is also my understanding that you were required to perform virtually all of the functions in which a boilermaker engages. Is that right?

Mr. BOWSER. Yes.

The CHAIRMAN. However, the only experience you had was either self-taught or performing odd jobs around the home?

Mr. Bowser. Yes.

The Chairman. You had basically no experience as a boilermaker?

Mr. Bowser. No.

The Chairman. When you say "no," you had no experience?

Mr. Bowser. None.

The Chairman. I think, then, it would be fair to say that at the time you purchased your book you had virtually no experience in the boilermaker trade. Is that correct?

Mr. Bowser. Yes.

The Chairman. Yet your book indicates that you were classified as a mechanic or journeyman?

Mr. Bowser. Yes.

The Chairman. Doesn't that signify that you have at least 8,000 hours of work in the trade, entitling you to a journeyman's pay?

Mr. Bowser. What was that?

The Chairman. Doesn't that signify, the fact that they signify you as a mechanic or journeyman, that you have put in 8,000 hours in order to become a mechanic or journeyman, or do you know?

Mr. Bowser. All I know is, I got journeyman wages.

The Chairman. That is all you know about it, that you got journeyman wages although you had never put time into the trade before?

Mr. Bowser. That is right.

The Chairman. Were you always paid a journeyman's rate?

Mr. Bowser. Yes.

The Chairman. Now, since you obtained your book, have you been referred for work on a consistent basis?

Mr. Bowser. No.

The Chairman. As I understand it, up until about 3 years ago you were saying you worked an average of about 7 months a year. Am I correct in that?

Mr. Bowser. Yes.

The Chairman. Now three-quarters of your referrals came from which local?

Mr. Bowser. Local 154.

The Chairman. Local 154 in Pittsburgh? Therefore, even though you hadn't had any prior experience and hadn't really put in any amount of hours, you worked consistently. Is that correct?

Mr. Bowser. Yes.

The Chairman. Now why is it that you have had difficulty getting job referrals out of that local, or any other local for that matter, for the last 3 years?

Mr. Bowser. Because I don't have 8,000 hours.

The Chairman. What do you mean? You mean they told you that you don't have 8,000 hours?

Mr. Bowser. Yes.

The Chairman. Therefore, there is no way you can get work as a journeyman?

Mr. Bowser. That is right.

The Chairman. That is after working for a few years, an average of 7 months a year, as a journeyman?

Mr. Bowser. Yes.

The CHAIRMAN. Nobody ever asked you about the 8,000 hours before?

Mr. BOWSER. No.

The CHAIRMAN. However, all of a sudden they started to say that you couldn't get work because you didn't have the 8,000 hours?

Mr. BOWSER. That is right.

The CHAIRMAN. In fact, how many hours have you compiled since receiving your book?

Mr. BOWSER. Some 6,000.

The CHAIRMAN. Approximately 6,500?

Mr. BOWSER. Yes.

The CHAIRMAN. Then in the past 1½ years you have compiled approximately, what, another 500?

Mr. BOWSER. I would say around 500.

The CHAIRMAN. OK. Well, thank you, Mr. Bowser.

Now I do regret very much that Mr. Gerald Dill has not accepted our invitation that he appear today to respond to this sworn testimony against him. I will place in the record at this time the two letters I sent to Mr. Dill regarding his testimony.

[The letters referred to above follow:]

ORRIN G. HATCH, UTAH, CHAIRMAN

ROBERT T. STAFFORD, VT.
DAN QUAYLE, IND.
DON NICKLES, OKLA.
GORDON J. HUMPHREY, N.H.
JEREMIAH DENTON, ALA.
LOWELL P. WEICKER, JR. CONN.
CHARLES E. GRASSLEY, IOWA
JOHN P. EAST, N.C.
PAULA HAWKINS, FLA.

EDWARD M. KENNEDY, MASS.
JENNINGS RANDOLPH, W. VA.
CLAIBORNE PELL, R.I.
THOMAS F. EAGLETON, MO.
DONALD W. RIEGLE, JR., MICH.
HOWARD M. METZENBAUM, OHIO
SPARK M. MATSUNAGA, HAWAII
CHRISTOPHER J. DODD, CONN.

RONALD F. DOCKSAI, STAFF DIRECTOR
KATHRYN O'L. HIGGINS, MINORITY STAFF DIRECTOR

United States Senate
COMMITTEE ON LABOR AND
HUMAN RESOURCES
WASHINGTON, D.C. 20510

September 13, 1983

Mr. Gerald L. Dill
32405 Amberger Road
Pomeroy, Ohio 45769

Dear Mr. Dill:

As my staff explained to you today, the Committee on Labor and Human Resources will hear testimony from rank and file Boilermaker Union witnesses at a hearing, Tuesday, September 20, regarding allegations that you participated in the sale of union memberships at prices in excess of the established initiation fee. This is to formally invite you to appear at the hearing to respond to this testimony.

I understand that the staff has briefed you regarding the details of any testimony that we think will personally affect you. My staff will be happy to cooperate with your attorney if you choose to retain one for purposes of this hearing. Should you do so, please have your attorney contact James G. Phillips of the Committee staff at 202/224-9866.

The hearing will get under way at 9:30 a.m., Tuesday, September 20, in Room SD-430 of the Dirksen Senate Office Building. I look forward to hearing your testimony.

Sincerely,

Orrin G. Hatch

Orrin G. Hatch
Chairman

OGH:drk

October 20, 1983

Gerald Dill
32405 Amberger Road
Racine, Ohio 45771

Dear Mr. Dill:

On October 25, 1983, the Committee on Labor and Human Resources will hold a hearing on allegations of illegal sales of union books. As my staff explained to you in September, the Committee will hear testimony from rank and file Boilermaker Union witnesses regarding allegations that you were a party in an alleged book selling scheme.

I understand that my staff has also briefed you regarding the details of the testimony that we think will personally affect you. We will be happy to cooperate with your attorney if you choose to retain one for purposes of this hearing. Should you do so, please have your attorney contact either Mr. James G. Phillips (202) 224-9866 or David B. Rawlings (202) 224-9285 of the Committee staff.

The hearing will get under way at 9;30 a.m., Tuesday, October 25 in Room SD 430 of the Dirksen Senate Office Building. I look forward to hearing your testimony.

Sincerely,

Orrin G. Hatch
Chairman

OGH:drs

The **Chairman**. In addition, my staff talked with Mr. Dill several times regarding this hearing and specific allegations against him, and he denied all of the charges. Now if Mr. Dill is innocent of these charges, my personal question is, why didn't he come in here and say so? However, he was unwilling to do so and unwilling to testify under oath that he did not commit these alleged acts that you people say he committed.

Are you denying any of your testimony you have given here today? Do you care to withdraw any? You have indicated no by the shaking of your heads. Do you have any desire to withdraw anything you have said today? Mr. Bowser.

Mr. **Bowser**. No.

The **Chairman**. Mr. Hall, Jr.

Mr. **Darrell Hall**. No.

The **Chairman**. Mr. Hall, Sr.

Mr. **Francis Hall**. No, sir.

The **Chairman**. At this time I would like to point out that two other boilermakers made statements to the committee staff that they, too, sought books from Mr. Dill at illegal prices. These are Mr. Scott Beaver of Lima, Ohio, and Ron Byers of Butler, Pa. Mr. Beaver was a scheduled witness but could not get off work in Kentucky today. Mr. Byers executed a sworn affidavit that he paid Mr. Dill $500 for a $200 book. We will enter that affidavit into the record as Byers exhibit No. 1.

Actually it is $600 for a $200 book: "I, Ronald D. Byers, did buy a boilermaker book, made check payable to Gerald L. Dill, Sr., for $600, not knowing the book would be marked $200 when I received it from Local 271, Montreal, Canada. This took place at the Shawville job in Shawville, Pa., in the year of 1975. Ronald D. Byers, Box 213, Marion Center, Pa. 15759." We will enter that into the record at this point, as well.

[Information supplied for the record follows:]

9-29-83

I Ronald D. Byers did buy a Boilermaker book Made check payable to Gerald L. Dill Sr. for $600.00 not knowing the book would be marked $200.00 when I received it from Local 271 Montreal, Canada. This took place at the Shawville job in Shawville, Pa. in the year of 1975.

Brenda J. Satterlee

BRENDA J. SATTERLEE, NOTARY PUBLIC
EAST MAHONING TWP., INDIANA COUNTY
MY COMMISSION EXPIRES JULY 25, 1987
Member, Pennsylvania Association of Notaries

Ronald D. Byers
Box 213
Marion Center, PA.
15759

The Chairman. Now I just want to tell you I am particularly troubled that the Federal Bureau of Investigation could have learned of and acted upon this information long ago, if they had only bothered to interview some of the witnesses who have appeared here, including Mr. Gary Boring—whose name, by the way, appears throughout the Labor Department's referral of the Boilermaker case to the FBI in 1980.

Now, Gary, you have been sworn in and you will continue to remain sworn for your scheduled testimony, which I will begin in just a few moments.

Now, Mr. Boring, were you aware of any of these alleged illegal book sales by Gerald Dill at the time of the case's referral to the FBI in 1980?

STATEMENT OF GARY BORING, JOURNEYMAN BOILERMAKER FROM INDIANA, PA

Mr. Boring. Not these particular ones. I have heard of a lot of books going, and I believe that Mr. Bowser's was even on the list that I submitted.

The Chairman. Therefore, you knew of the Byers and the Bowser sales of illegal books?

Mr. Boring. Yes, sir.

The Chairman. Or should I say books at inflated cost?

Mr. Boring. Books at inflated cost.

The Chairman. Did the FBI interview you about this or any other aspects of the case, before they closed out the case in 1981?

Mr. Boring. They didn't make inquiries of me, no, sir.

The Chairman. In other words, they did not interview you regarding these allegations?

Mr. Boring. No. Up until what I filed with the Labor Department, and what subsequently I understand went to the FBI by referral, I talked to two FBI agents in my attorney's office in Pittsburgh just this year. I don't recall the exact date, but we went over information and I left the door open for further information and more discussions with them if that was needed, for any new information that I could give them.

The Chairman. There may or may not be any statute of limitations problems with respect to the 1977 and 1978 activity, or what some would call criminal activity, but there would have been no statute of limitations problem if the FBI had known about these alleged crimes in 1980. Would you have told the FBI about these illegal book sales if they had interviewed you in 1980?

Mr. Boring. Well, back to the original list of names that I turned over to the Labor Department, the individuals that were on that list were people that I believe should have been, and at the head of that list I believe it said that this was a list of bought books. Now, how they obtained these books or whatever was to be left for an investigation, I don't know to this day. The FBI doesn't confide in me as to who they are talking to and who they have investigated.

The Chairman. However, you would have given them that information then, if they asked?

Mr. Boring. Certainly, certainly.

The **Chairman**. OK.

Now, Mr. Stockdill, let me provide the committee with a little background on you and Gary Boring. Gary, as I understand it, is a veteran member of the National Transient Division of the Boilermakers Union, who has been unable to get into local 154, even though he is by all accounts a skilled welder. He is a resident of Indiana, Pa., which is in 154's jurisdiction, so he gets all of his referrals out of that local.

Mr. Stockdill, as I understand it you have been a boilermaker for 15 years, and you spent the first 14 as a member of the National Transient Division and the last 16 months as a member of local 26 in Savannah, Ga. Is that correct?

STATEMENT OF ROBERT P. STOCKDILL, JOURNEYMAN BOILERMAKER FROM FORD CITY, PA

Mr. **Stockdill**. Absolutely correct.

The **Chairman**. OK. From 1968 until you joined local 26 in 1982, you got your job referrals out of local 154 in Pittsburgh. Is that right?

Mr. **Stockdill**. The majority of the time.

The **Chairman**. My understanding is that the two of you were fired for allegedly loafing on the job at the Sauer Industrial Contracting Co. site at the Hatfield Power Station in Masontown, Pa., on November 22, 1982. Now is this information correct?

Mr. **Stockdill**. Yes, sir.

The **Chairman**. The charge was that you were allegedly loafing. Is that right?

Mr. **Stockdill**. We were never charged with loafing. They said that the scaffold had not gone up fast enough, and that we had been repeatedly seen not—I guess they would have said loafing, yes, probably.

The **Chairman**. Well, were you in fact loafing?

Mr. **Stockdill**. No. The only time—I have a 20-page letter that I wrote which details that job from day one—the only time we weren't in motion was when we were either waiting for tools or equipment or something that supervision had left out in failing to coordinate and run the job properly. There was some reason if we were not in motion, doing something at the time.

The **Chairman**. I see. Were any of the delays that you were mentioning, were they your fault or Mr. Boring's fault?

Mr. **Stockdill**. Absolutely not.

The **Chairman**. However, that is what you got blamed for?

Mr. **Stockdill**. That is right.

The **Chairman**. Whose fault was it that the delays occurred?

Mr. **Stockdill**. They were the fault of supervision. One of the things they had done was to not have a tool man on the job, and every time you needed tools or equipment you had to hunt up whoever had the key at the time to go get them.

Another thing they had was improper equipment for the vaulting apparatus. Someone had spent half a day filing at a fitting trying to make it work, and it was the wrong fitting. You would have had to spend another 1½ days filing at it to get it to go, so I had to send the steward over to get the proper fitting out of the tool trailer. It took him about 1½ hours to find it.

Another point was that the electrician was there to put lights up as we erected the scaffold, and there should have been two of them and it wouldn't have taken them so long to put the lights up, if there had been two of them to work together. This caused numerous delays each day of the job. They went so far as to lay him off on a Saturday, work us on a Sunday, a double-time day, and we had to wait 2 full hours for the plant electricians to come and rig the lights for us on that double-time day.

The CHAIRMAN. Do you feel that you were fired because you were associated on this job with Gary Boring?

Mr. STOCKDILL. That, plus I jumped the foreman after he had berated us about coming down too early one night. Even though the pipefitters were leaving while I was standing there talking to the man in the office about us coming down early, here they go out on a truck. They tried to deny that they were their pipefitters, but it said "Sauer Industrial Contracting" right on the side of the pickup. I jumped the foreman about working in the gang. I feel that was the reason for our——

The CHAIRMAN. Well, did anybody indicate to you why they fired you?

Mr. STOCKDILL. They gave no good reason whatsoever, because they said that the only reason we were being fired was because the scaffolding had not gone up quick enough to suit them.

The CHAIRMAN. Now as I understand it, just to get this clear, you were working together on the second tier of a six-man, three-tier crew on a scaffold. Is that right?

Mr. STOCKDILL. Right. We were passing the planks on up to the guys who were actually doing the erecting, yes, sir, brackets and planks.

The CHAIRMAN. You were passing them as fast as they got to you?

Mr. STOCKDILL. We had planks sticking up against their rumps 9 times out of 10, waiting on——

The CHAIRMAN. In other words, you were passing them faster than they could place them?

Mr. STOCKDILL. Faster than they could erect it, we had the stuff there.

The CHAIRMAN. Therefore, you were doing everything you were asked to do at the time?

Mr. STOCKDILL. Then some things voluntarily, too, like going out and making up wires for tying down planks and doing that ahead, so that there would be no delay when the time come that they needed those, until we had enough sets made up to do the whole boiler.

The CHAIRMAN. Well, it is a little difficult for me to understand how fellows in the middle on a scaffold-building situation can be blamed for the slowness of people who are on the top of the scaffold trying to lay the planks.

Mr. STOCKDILL. It wasn't the fault of the men up on the top, either.

The CHAIRMAN. However, you were moving as fast as you could move?

Mr. **Stockdill**. That's right. It was the fault of supervision. They had the wrong scaffold brackets out there. They had color coding on the scaffold brackets, and they had a blueprint that was drawn up wrong. Therefore, we used what brackets we could use in areas other than the ones they were designated for, and then had to refabricate the other brackets to use in the other areas that were left over. This took 1½ days or so.

The **Chairman**. Well, did they fire everybody who was working on that, or just you and Gary?

Mr. **Stockdill**. Only the guys that raised cain with the foreman and insisted upon not having their——

The **Chairman**. Not having what?

Mr. **Stockdill** [continuing]. Not having their savings money taken out of it, like Gary was insisting upon.

The **Chairman**. OK. Now, Mr. Stockdill, you have submitted a sworn affidavit on this matter, which we will enter into the record as Stockdill exhibit No. 1.

[Stockdill exhibit No. 1 follows:]

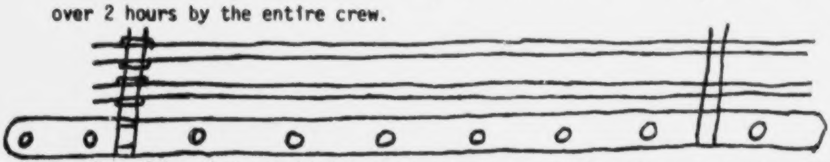
Stockdill Document #1

Hired in on November 15 - The first night I passed scaffolding materials up through the ash hopper. After break, Gary Boring and I went over to take our Heli-arc weld tests. When I started to set up for the tests, I discovered they had the wrong fittings for the welding cables. Someone had been filing at the one male fitting attempting to adapt it, but it still wouldn't fit. So I called the steward, Jerry Mulligan, over and since he was assigned to mechanic or help us set up for the weld test, I asked him if Sauers Company had any proper fittings for the welding cables. He said he would go to the tool room and see if he could find them. There was an hour-and-a-half to two hours delay because of the wrong fitting for the welding cables.

Went ahead with the weld test and completed it. Doug Schenck inspected both mine and Gary Boring's test coupons and declared that we passed the weld test.

The next day we were assigned to completing the rigging and building of the swinging scaffolding. The company did not have enough of the handrails for the scaffolds, so our foreman, James O'Donnell, had us rig 2 inch lightweight pipe and secure it with No. 9 wire to the uprights on the scaffolds instead of brackets and bolts which make a more solid apparatus.

Another oversight by the Sauer's Company which resulted in a time loss of over 2 hours by the entire crew.



Another thing that resulted in lost time was no tool room man so every time you needed a tool or certain material you had to find the foreman or steward or whomever had the key to the tool trailer at the time.

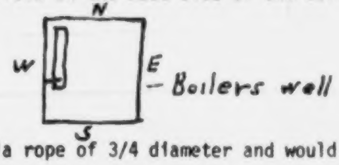
Also when rigging scaffolding or doing bullgang work it is customary to issue all hands so employed, rigging belts with spud wrenches, scabbards to hold the wrenches at your side so they are readily available to help speed the work and at least one bolt bag to hang on the belt R.P.S. and carry bolts, nuts, washers and other small hand tools such as lines-mans pliers when using No. 9 wire and tie wire when rigging.

Having performed this type of work for the past 20 years, I kept noticing that these little things which add up to a very poor operation kept cropping up. However, after having been laid off early and fired many times in the past and not being backed up by Local 154 when I did say something about such

R.P.S.

shenanigans, and working six-ten hour days after having been off with only about 5 weeks work since the first of May and still waiting for my first unemployment check from May, I resolved to keep quiet as long as possible.

The next day we started scaling the wall tubes so a technician could take sonic test readings to determine the thickness of the wall tubes. One of the safety ropes on the scaffold on the west side of the boiler illustrated in this picture was a manilla rope of 3/4 diameter and would not work in the apparatus provided for us to tie off with. We were provided with Lad-Saf LS-58 Rope Grabs. The 58 of LS-58 denotes use of a 5/8 line that is why a 3/4 manilla line could not be used. I am attaching the instruction sheets that came attached to the LS-58 grabs we used on this job. Under section III Life lines shall be constructed from a 5/8" diameter synthetic rope with heat and ultraviolet light stabilizers (minimum 5,400 lb. breaking strength). This also would have rendered the manilla line useless because of not being synthetic rope and not having heat and ultraviolet light stabilizers. Also, following the rule of thumb for new manilla ropes when no load tables are available you change the diameter to eights, square the numerator and multiply by twenty, giving you a breaking point of 720 lbs on 3/4 manilla line if new.



3-26-83. I just noticed while reading the Lad-Saf 58 safety instructions that the safety lines must use a thimble with a spliced eye incorporating at least five tucks in the splice.

Our safety lines had no thimbles and spliced eyes, but were tied with a round turn and 2 half hitches and the tail of the rope taped to the standing part.

Now the reason I went into so much detail on this, aside from the safety factor, was that in order to raise that scaffold I had to use the 3/4 manilla line and attach a stopper hitch to it with my safety line and when you do this you must slide the stopper hitch up the safety line and it takes over twice as long to raise a scaffold with this method versus usage of the Lad-Saf rope grab system which you can hold with one hand and slide the grab up the safety line while using your other hand to trigger the driving mechanism of the hoist while, if using the old stopper hitch method you must stop every two to three feet to slide the stopper hitch up the safety line and use both hands to do this.

N. P. S.

LAD-SAF® LS-58 ROPE GRAB USE AND INSPECTION INSTRUCTIONS

SAFETY NOTE: *The system must be determined to be in compliance with all of the following requirements* BEFORE EACH USE. (*See other side for additional instructions.*)

I. GENERAL INSPECTION OF SYSTEM:

A. Each system component shall be inspected by a competent person prior to each use, and shall be formally inspected at least twice annually. Written records of these inspections shall be retained.

BEFORE EACH USE: 1. Check the ROLLER. Is it free to travel the full length of the ROLLER GUIDE SLOT?

2. Check the KNURL on the ROLLER. Is it clean and free of any build-up or wear?

B. Any components found to have external or internal deterioration shall be removed from service and destroyed.

C. The components of the system are designed for compatibility; alterations or substitutions in any part of the system shall not be allowed.

D. Rope grabs, belts, harnesses, lanyards, or lifelines which have been subjected to impact loading shall be removed from service immediately, and marked as unusable.

E. All parts of the system shall be maintained in serviceable condition, cleaned when necessary, and stored in a manner which will protect any parts from deterioration.

II. ATTACHING LAD-SAF ROPE GRAB TO THE LIFELINE:

A. Be sure the ROPE GRAB is in the "UP" position. Check the "UP" mark on the side of the rope grab.

B. Remove the DETENT PIN and open the HINGED ROPE RETAINER.

C. Insert the 5/8" synthetic rope lifeline.

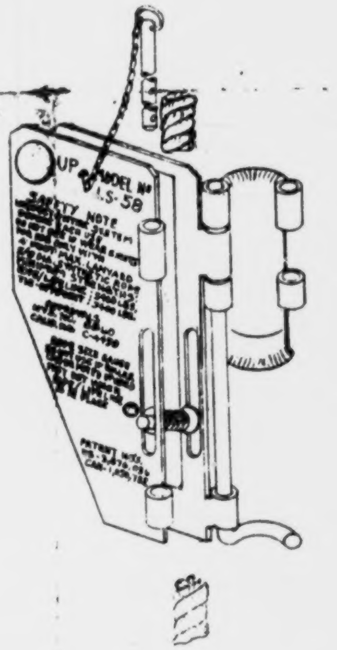
D. Close the HINGED ROPE RETAINER and replace the DETENT PIN.

E. Check rope size diameter with the ROPE SIZE GAGE.

F. Position ROPE GRAB at or above shoulder height.

G. TEST the ROPE GRAB by pulling down on the lanyard. You must not be able to pull the rope grab down the lifeline once the roller has fully engaged the lifeline.

H. Re-check all the connections.



III. REPOSITIONING THE ROPE GRAB ON THE LIFELINE:

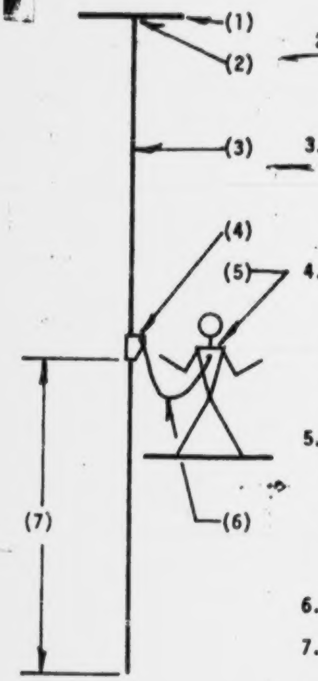
A. Move the ROLLER downward in the ROLLER GUIDE SLOT to a position where the lifeline is free to move through the ROPE CHANNEL.

B. After moving the rope grab to a new position on the lifeline, repeat Step II. G.

NOTICE TO CALIFORNIA USERS: D B *Industries*, Inc. *has been issued California Certificate of Approval No. C-4850 for the LS-58* ROPE GRAB.

IMPORTANT: SEE OTHER SIDE FOR FURTHER INSTRUCTIONS

IV. INSTRUCTIONS FOR USE OF LAD-SAF ROPE GRAB SYSTEM



1. a. The tie-off point shall be capable of supporting 5,400 lbs., and be independent from the work platform.
   b. Never place lifeline over rough or sharp edges which may damage the lifeline.
2. a. Never use knots which will reduce the strength of the lifeline (knots can reduce the strength up to 50%).
   b. Only a spliced eye with proper thimble is recommended. The length of splice must include a minimum of five tucks.
3. a. Lifelines shall be constructed from a 5/8" diameter synthetic rope with heat and ultraviolet light stabilizers (minimum 5,400 lb. breaking strength).
   b. Only one person may use a given lifeline, and each lifeline shall be secured to an independent tie-off point.
4. a. The position of the rope grab shall be kept at or above the user's shoulders.
   b. All parts of the rope grab shall be inspected by a competent person prior to each use. A documented formal inspection shall be performed at least twice annually.
   c. Only the proper snap hook or direct connection shall be used with the rope grab.
5. The D-ring of the body belt or harness shall be centered in the back side. *Reference ANSI A10.14-1975: "Classification according to use . . .*
   Class 1: Body belts (work belts), used to restrain a person in a hazardous work position, and to reduce the probability of falls.
   Class 3: Body harnesses, used to arrest the most severe free falls.
6. The lanyard shall be kept to a maximum of 4 feet in length, and a minimum of ½" diameter nylon.
7. Twenty feet of lifeline should be allowed below the securing point of the rope grab, and a knot tied at the end of the lifeline; or, the lifeline should extend to the ground or next working level below.

SAFETY NOTE: The LS-58 Rope Grab is to be used ONLY with a 5/8" synthetic rope lifeline of 5,400 lbs. minimum breaking strength. In use, lanyards should be tied off as short as possible to minimize the possibility and severity of a free fall.

For further instructions, refer to:
OSHA 1926.104 ANSI A10.14-1975

U.S. Pat. No. 3,876,036
Canadian Pat. No. 1,032,732
NYS Approval No. 8860
Cal. Approval No. C-4450

Form LS-58-UI 12-81

D B Industries, Inc.
P.O. Box 46, Red Wing, MN 55066 • Phone: (612) 388-8282

WARNING

Belts or harnesses with a webbing loop must have the lanyard or securing line permanently attached to the loop. Belts or harnesses with a D-ring should have the lanyard or securing line properly and permanently spliced to the D-ring to minimize possibility of accidental disengagement from the D-ring. If the intended use prohibits permanent attachment of the lanyard or securing line to the D-ring, a lanyard or securing line with a double-locking snap should be used. If the use of a double-locking snap is not practical, a single-locking snap may be used. CAUTION: THE USE OF A SINGLE-LOCKING SNAP WILL INCREASE THE POSSIBILITY OF ACCIDENTAL DISENGAGEMENT FROM THE D-RING (ROLL OUT). ALWAYS USE A DOUBLE-LOCKING SNAP IF THE D-RING IS LESS THAN 2 3/16" INTERNAL DIAMETER OR IS NOT A FULL CIRCLE D-RING. A DOUBLE-LOCKING SNAP WILL NOT ELIMINATE ROLL-OUT, BUT IT WILL REDUCE ITS POSSIBILITY.

Do not rely on the feel or sound of your safety snap when engaging it; check it visually. Do not use D-rings for anything other than their intended use. Foreign objects may prevent proper engagement of the snap or result in increased possibility of roll-out. When the D-ring is used for fall protection it should be located in the middle of the back. FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY. When the belt is to be used for positioning, two D-rings positioned at the user's sides may be used. However the possibility of a fall exists a shock absorber should be used. CAUTION: Most shock absorbers elongate when activated. (The DYNA-BRAKE® can increase the fall arrest distance by 36 inches.) The user must take this into consideration when selecting an appropriate shock absorber. If the work area does not allow sufficient space for fall arrest when a shock absorber is used, a suitable distance-limiting fall arrest system should be utilized.

Do not punch or cut extra holes in a belt or harness. If a belt does not fit properly, replace it with one of the correct size. Wear belt or harness snug, but not tight. Lanyards should be as short as possible to minimize the fall distance. Where possible, use an adjustable lanyard. NEVER reduce the length of a lanyard with a knot. This can reduce the strength 50% or more. NEVER lengthen a lanyard by attaching two lanyards together. The lanyard should be anchored waist high or higher. Ladder hooks should not be used on a lanyard unless they are double-locking. [illegible] cable should only be used for positioning unless used with a [illegible]er.

[illegible] or high temperatures are in the vicinity of the belt or [illegible] (securing line), extreme caution must be exercised [illegible] equipment. If there is any doubt seek the advice [illegible] before selecting and using the equipment.

STOP
READ CAREFULLY
BEFORE USING

READ CAREFULLY BEFORE USING: HEED THESE INSTRUCTIONS, WARNINGS AND CAUTIONS. FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH.

Attención: Si usted no puede leer el inglés o si usted no comprende estas instrucciones, favor de consultar su director de seguridad o su supervisor.

Attention: Si vous ne pouvez pas lire l'anglais ou si vous ne comprenez pas les instructions, consultez votre directeur de sécurité ou votre superviseur.

Achtung: Wenn Sie nicht Englisch lesen können und diese Anweisungen nicht verstehen, dann fragen Sie bitte Ihren Sicherheitsdirektor oder Ihren Aufseher.

Attenzione: Se non leggete l'inglese o non capite queste instruzioni, per favore rivolgete Vi al Vostro Direttore, responsabile della "Sicurezza sul Lavoro" o al Vostro diretto superiore.

PART NUMBER

INSTRUCTIONS

make a broad line of belts, harnesses, and lanyards. Each item is manufactured for specific requirements. Consult your safety rules and regulations for the recommended application of this product.

Belts and harnesses are classified according to intended use.

ANSI CLASS I	**BODY BELT**--used to restrain a person in hazardous positions, reduce probability of fall and arrest person in event of fall.
ANSI CLASS II	**CHEST HARNESS**--used where there are only limited fall hazards (not vertical) and for retrieval purposes from difficult locations such as tanks or bins.
ANSI CLASS III	**BODY HARNESS**--used to arrest the most severe falls.
ANSI CLASS IV	**SUSPENSION BELT**--used to suspend or support a worker such as for tree trimmers.

Be certain this equipment is suitable for the intended use and the work environment. It should only be used as personal protective equipment. If suitability for intended use is in doubt, always consult a qualified safety engineer before using.

A belt or harness must be regarded as a part of a securing system made up of the belt or harness and an appropriate securing line (lanyard). We recommend that our belts and harnesses be used with our lanyards.

Bo's'n's Chairs and Suspension Seats must always be used with a separate Life Line and Body Belt.

CLEANING -

Nylon and polyester webbing may be cleaned with a solution of detergent and water. Allow the equipment to dry thoroughly without using excessive heat.

ROSE MANUFACTURING COMPANY
ENGLEWOOD, COLORADO 80110

P/N 620147 REV C

INSPECTION OF EQUIPMENT

Belts, harnesses and lanyards must only be used as personal protective equipment as explained in the product literature. SHOULD ANY OF THESE ITEMS BE SUBJECTED TO ACTUAL LOADING OR IMPACT FORCES, AS DEVELOPED IN ARRESTING A FALL OR OTHERWISE, THEY MUST BE REMOVED FROM SERVICE AND DESTROYED.

Prior to each use, carefully inspect the belt or harness and lanyard for indications of wear or deterioration. Look very carefully for any evidence that the material or assembly has been weakened. In particular, the inspection should include (but not be limited to) looking for webbing cuts, abrasion, burns and chemical or physical exposures that may have weakened the material. Check for pulled rivets or grommets and for loose, broken, cut or burned threads.

Hardware should be examined for evidence of nicks, cracks, distortion or corrosion.

Lanyards and securing lines should be inspected for abraded, broken, cut or burned fibers and for evidence of chemical or physical exposures that may have weakened the material or assembly. Splicing should be tight with no loose strands.

Inspect snaps for hook and eye distortions, cracks, corrosion, or pitted surfaces. The gate (latch) should seat into nose without binding and should not be distorted or obstructed. The gate spring should exert sufficient force to firmly close the keeper. If the gate does not close, remove from service. If a double locking snap is used, the thumb-lock spring should exert sufficient force to return the thumb-lock to its original position and force the gate closed.

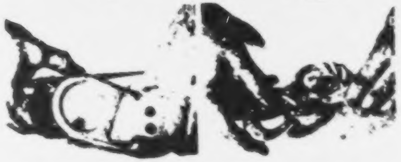
IF ANY EVIDENCE OF EXCESS WEAR OR DETERIORATION IS OBSERVED, DESTROY THE PRODUCT AND REPLACE IT WITH NEW EQUIPMENT. FAILURE TO INSPECT EQUIPMENT CAREFULLY AND COMPLETELY MAY RESULT IN SERIOUS INJURY OR DEATH.

IF ANY UNUSUAL CONDITIONS ARE OBSERVED THAT ARE NOT EXPLAINED HERE, REMOVE THE EQUIPMENT FROM SERVICE AND NOTIFY YOUR SUPERVISOR OR SAFETY DIRECTOR.

P.d.X

INSPECT EQUIPMENT DAILY!

BUCKLES shall not be distorted, have any sharp edges, burrs, cracks or worn parts. Make sure buckle works freely.



D-RINGS, SNAPS and THIMBLES shall not be distorted, have any sharp edges, burrs, cracks or worn parts. The snap spring shall provide tension to close latch in a locked position; It shall close flat against the snap and exhibit NO SIDEWAYS PLAY. Thimbles shall be rigidly held by the splice and not moveable.

CLEAN your unit with plain water and mild soap. Work in the soap with a sponging action and rinse thoroughly in clean water. Wipe unit using a clean, dry cloth and hang to dry.

[illegible]E of belts and lanyards shall be in [illegible], dry area, free of chemical fumes [illegible]longed exposure to heat.Never store [illegible] where there is direct sunlight.

BELT FIBER ~~and~~ RIVETS shall be free of visible damage. Inspect fiber by bending the belt as shown and checking for frayed edges, damaged fibers, pulled stitches, etc. If rivets move under finger pressure they are too loose; they must be tightly embedded in material without any fraying around the rivet edge.

FACTORS CONTRIBUTING

TO BELT AND LANYARD DAMAGE

ELEMENT	POLYESTER	NYLON	POLYPROPYLENE
HEAT	Becomes brown and brittle, breaks when flexed. Never use when the temp. is over 250°F.	Fibers brown and brittle, Do not use when temp. is over 300°F.	Softens above 300°F. Do not use over 250°F. or if fibers are melted together.
CHEMICALS	Flexibility loss. Appears to have brown smudges. Will show cracks when bending.	High resistance to diluted chemicals. Do not use if discolored or embrittled.	High resistance. Slight color change. Do not use if broken or loose fibers appear.

NOTE: *Do not store belts and lanyards in areas housing [illegible], solvents or chemicals. Long exposure to [illegible] the [illegible] to break [illegible].*

GROMMETS and SPLICES shall be thoroughly inspected. Grommets shall not move and must be tightly embedded in each hole provided without any hole elongation. All splices shall be tight without cuts, frayed or loose threads, or damaged fibers.

ROPE, STEEL and FIBER units shall be free of frayed, broken, cut, bruised, corroded, discolored, swelled, or charred strands or stitching. Inspect by bending, and/or pressing over a 1½" diameter object as shown above.

- W A R N I N G -

This is a MINIMAL METHOD OF INSPECTION. The inspection technique must coincide with the use application, i.e., heat, chemical exposure, etc.

Items subjected to actual loading **MUST** *be immediately destroyed.*

ANSI BELT AND HARNESS CLASSIFICATIONS

(ANSI A10.14)

Class I:	Body belts (work belts), used to restrain a person in a hazardous work position or to reduce the possibility of falls.
Class II:	Chest harnesses, used where there are only limited fall hazards (no vertical free - fall hazard) and for retrieval purposes, such as removal of a person from a tank or bin.
Class III:	Body harnesses, used to arrest the most severe free - falls.
Class IV.	Suspension belts, Independent work supports used to suspend or support the worker.

CAUTION: Belts and harnesses are designed for specific uses, and should never be modified. The improper use of any fall protection equipment may be hazardous to the user's life.

D B Industries, Inc.
P.O. Box 46
Red Wing, Minnesota 55066

Form BL-1-80

429 water St.
Indiana Pa

BODY BELTS, HARNESSES, AND LANYARDS

USE - CARE INSTRUCTIONS

LAD-SAF® Belts, Harnesses and Lanyards meet all OSHA and ANSI requirements. (Refer to back page for descriptions of belt classifications and uses.)

I. Proper wearing of body belt and lanyard:
Belts are designed to be worn around the mid-point of your stomach.... NOT around your hips. When used as a restraint system to reduce the hazards of a fall, position D-ring in the center of your back. If using a double D-ring belt, rotate one D-ring to the center of your back. (See photo above.)

Only the 5/8" opening snap provided on the lanyard is compatible with the D-ring. Nothing else shall ever be connected to the D-ring. Never tie knots in a lanyard or lay it over any sharp objects. Lanyards must limit any possible fall to 6 ft. or less. Lanyards must NEVER be connected in a series.

II. Inspection:
Visual inspection is required prior to each use. At least twice annually, have a formal inspection by a competent inspector. Each formal inspection MUST be documented on the inspection tag provided.

After we finished scaling the wall tubes for the sonic tests, we went up to hang scaffold brackets and scaffold the economizer section for testing and possible welding of the economizer tubes. On this part of the work myself and Gary Boring were assigned to work passing planks and scaffold brackets up to two other men who would hang the brackets and lay the planks in them and then tie the planks to the brackets with doubles No. 9 wire. When you tie planks on scaffolding with No. 9 wire, you take about 10 ft. of wire, double it, bend the points back, making an eye so no one can puncture an eye or cut themselves on the wire, and then wrap this doubled wire completely around both planks and the bracket and then loosely twist the two ends together immediately below the planks and then you take your R.P.S. spud wrench point, insert through the wire opposite from where you tied the two ends and twist the wire with the spud wrench to tighten the wires around the planks at the bracket.

On this part of the work the Sauer's Company really fell apart. Jim O'Donnell the foreman couldn't make head or tails of the blueprints, so he gave them to Gary Boring and told him to take over which Gary did. The scaffold brackets were color coded and the blueprints showed which areas of the economizer to hang the brackets in. However, when you followed the prints and color coding you ended up with scaffolding not hanging level and this is very seldom done and never in this area of the boiler. So it was obvious that either the prints were wrong or the color coding. So we used what brackets would work in areas not designated for them and refabricated others till we got enough to scaffold the economizer. Result 1½ to 2 days lost on this operation.

When hanging these brackets we could not get proper ladders to work off of and so the foreman (James O'Donnell) came in and hung some of the brackets since he was over 6 feet tall and a tall man could do it easier than a short man when the ladder was too short.

While he was doing this he worked without a safety belt, thereby endangering himself and myself and I told him he should use a belt, which he would not do. I could tell that he didn't like it when I told him he should use a belt when doing this.

At quitting time that night, being Saturday night, and the last night of the week, everyone went down to brass out at 4:00 A.M. rather than 4:10 A.M. and were soundly reproached by Doug Schenck and James O'Donnell for coming in too early. I had words with Schenck because he was letting his pipefitters go earlier than the boilermakers which he denied just in time to see the pipefitters

R.P.S.

drive by on the pick-up with Sauer's name on the side of it. Then I did get on him and O'Donnell about this and they tried to deny that those fitters were working for Schenck.

Sunday night at the start of the shift, O'Donnell saw fit to berate us again for going in too early on Saturday and for the job being behind schedule. When he got done talking and told everyone to go to work I stopped him and said "As long as we're straightening out things that need made right, you will have to quit working the gang since there are over six men on this job and Local 154 agreement you cannot work when there are six men on the job except to instruct someone who was inexperienced and no one on this job fit that category."

To which he replied he could work with up to 14 men which I never heard of before or after.

Now as to them aledging that we came down too early on Saturday night, they are in error on this since they were actually keeping us a full hour over what they should have been for a ten hour shift on afternoon turn. We were going to work at 5:30 P.M. breaking for lunch at 10:30 P.M. that is 5hours. Back to work at 11:00 P.M. Brassing out at 4:10 A.M. paid to 4:30 A.M. with a 20 minute clean up allowance is another 5½ hours. As per Local 154 contract you work 7½ hours for eight paid on afternoon turn. R.P.I. The extra hours just add on as worked, so 7½ for 8 means 9½ for 10. Also, not 10½ for 10.

Another thing that James O'Donnell did was to carry a policemans night stick around on the job twirling it and hitting the palm of his hand with it like a school teacher might do with first graders. He shouldn't have had to do this to intimidate anyone because of his size about 6 ft. 6 in. and of heavy build yet he saw fit to twirl a night stick in our presence. He also told us if his home town ball team didn't win in the playoffs there would be hell to pay on the job the next night.

He told us on Saturday night if we got all the scaffolding up in the economizer section they were going to let us work Sunday as a reward for getting the scaffold up on Saturday. Sunday being a double time day. This offer of a double time day as a reward for accepting a contract bonus, bit on task work is a direct violation of Local 154 agreement under Article XIII.

There was an electrician hired the first or second day we worked and he was used to supply light and power for our scaffold motors and light in the economizer section. As we would ~~hand~~ build R.P.I. a scaffold the electrician would hang a string of lights along it so we could see to hang the next scaffold. Sauer's Company should have had at least two electricians for ~~this~~ Their R.P.I. own safety and the boilermakers

R.P.I.

would not have had to wait so long for the lights to be strung if there had been two electricians to hang the lights.

To make matters worse they laid off the electrician on Saturday night and we had to wait 2 hours for the plant electricians to hang us a string of lights on Sunday night, (a double time day). ~~An~~ And R.P.S. the plant electricians didn't work by themselves as the outside electrician had. There were two of them as should have been.

I just wonder if the reason the electrician was laid off may have been because he may have said something about the safety factor of working by himself.

As to the allegations of O'Donnell, Schenck, and Ernie Sauer (Coordinator for the West Penn Power) that myself and Gary Boring were constantly sitting around the only R.P.S. time we were not in motion was when we were waiting on the electricians to hang lights or waiting for tools or supplies that someone had went to get or after we had made up all the wires for crosstying the scaffold planks and there was nothing to do because of supervision's many oversights and inability to line up and coordinate this job.

R.P.S.
~~I don't know if the fact that the steward on this job carried the name of Jerry Mulligan and a man on the last job I worked on had the same name (may have been his father, but I don't know) but I had trouble with a friend of the Mulligan's on the other job who was foreman over both of us. His name was~~ I had trouble with R.P.S. Bud Braunce. We were working for Foster and Wheeler at Conemaugh Station near Johnstown, PA.

R. D. #1, Box 54
Ford City, PA 16226
March 26, 1983

I filed charges against Braunce because he had me set up a stress relief on boiler headers and after I set up the job Braunce assigned the monitoring of the stress machines to a local 154 man. This cost me at least a double time day (Sunday) and a half hour at time and a half each day of the stress procedure.

On Monday when myself and Gary Boring were fired from the Hatfield Station job the foreman, James O'Donnell approached myself on the grating outside the economizer section, handed me my checks and a termination and asked me where Gary Boring was and I told him inside the boiler, whereupon he called Gary out and paid him off too and told us to leave immediately. We went

R.P.S.

down to the office to turn in our hard hats and brass. When we got down to the office Gary asked the erector (Doug Schenck) if he was sure that this course of action was what he wanted. He said, "Yes, we are not satisfied with your work, that the job was behind schedule and that West Penn Power's coordinator Ernie Sauer was also in agreement."

_Then Gary asked our steward (Jerry Mulligan) what he was going to do about it. Jerry said, "There was nothing he could do." Gary said, "You better call the hall." Jerry said, "It's too late at night. I'll call in the morning." To which Gary replied, "I want you to know you have misrepresented us and we'll see all of you in court before this is settled.

Gary and I then left the job. The next morning we traveled to Pittsburgh to see our lawyers (Thomas Crawford). After we told him what happened he suggested that we call the Union (Local 154) and give them another chance to rectify the situation. R.V.L.

I talked to James ~~Quinan~~ Quinn (Financial Secretary and Treasurer of Local 154 and assistant Business Agent assigned that part of the territory we had been working in). ~~Quinan~~ Quinn R.V.L. said he would have to go along with his foreman and steward on the job, but that he would investigate the matter further.

When I hung up our attorney told us we may as well go over to the National Labor Relations Board and file charges since the Union had failed to represent us and was following the same path of nonrepresentation as in the past.

We went to the N. L. R. B. and filed charges.

At a later date, Clyde Graham, who worked for N. L. R. B. met with myself and Gary Boring at Gary's home in Indiana, PA and took statements from Gary and myself and then swore each of us as to the truth of our separate statements.

When we were done taking the statement, I asked Graham if he thought it would take long to get this resolved as we were out of work, benched for 15 days, and we needed to be allowed to go back and work as soon as possible and be paid for the days we missed. He said we had a very good case and he didn't think it would take long to resolve it.

We also talked about how the other cases that Gary, Wayne , and Vernon Boring had brought against Local 154 had been won by the Borings and I asked him if he thought that Local 154 would start complying with the directives given them as to how to conduct their business in the future.

R.V.L.

Graham replied by saying that the Union officials in Local 154 did not appear to have the basic inteliigence to run such a business as they had power over but that they were professing to by trying to put into motion machinery to implement a fairer operation. The specific example he gave was that William Lawlor had told him (when Graham caught Lawlor sending someone out to work out of rotation) that the man had given Lawlor a very sad story and that Lawlor had sent the man to work out of pity for him, jumping him ahead of other men who may have had equally sad stories to tell but because they had not bared their heart to Lawlor they were discriminated against in favor of the man with the sad story. Graham said that Lawlor saw nothing wrong with doing this. Therefore the premise by Graham that since Lawlor was probably the most qualified man to run the referral list and the one appointed to do so and he had not the intelligence to see the error in his ways that none of them did.

Graham took our statements back to the N. L. R. B. and submitted them to the regional director.

Graham had me leave out the part about the night stick and the home town football game and there may be several other things that are contained in this letter that he had me leave out which I questioned him about them at the time and I had a bad feeling about leaving them out but he was the professional and I thought he would try to do what was right. I now feel he didn't and was part of a conspiracy to whitewash the whole matter, hoping we would drop it if the regional director found against us, which he did, but it didn't work and I am more deeply resolved to straighten this mess out in Pittsburgh and then to go to the International of the Boilermakers and do the same.

Robert P. Stockdill

Robert P. Stockdill

I also went to the Union about the extra time we were working and both James Quinn and Fred Gaultieu promised that we would get paid for the extra hour each day but I have never heard from them about this either.

Robert P. Stockdill

Robert P. Stockdill

Robert P. Stockdill

Sworn to and subscribed
before me this 11th day
of May 1983.
SUSAN C. CRAWFORD, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY [illegible]
Notary Public
Member, Pennsylvania Association of Notaries

The Chairman. The affidavit is rather lengthy, so I wonder if you would summarize for us what factors contributed to the delays on this project. Would it be safe to say that, first of all, that one of the safety ropes on the scaffold on the west side of the boiler was of the wrong size?

Mr. Stockdill. I didn't hear you.

The Chairman. OK. Let me list what I understand you have told us as to what were the factors contributing to the delays on the project for which you and Mr. Boring were blamed: First, one of the safety ropes on the scaffold on the west side of the boiler was of the wrong size, so you had to jury rig the scaffold. Is that right?

Mr. Stockdill. That is right.

The Chairman. Now that takes longer than the normal procedure.

Mr. Stockdill. Yes. What I had to do was rig a stopper hitch on it. When we raise the scaffold, you have to go about 2 or 3 feet and then you have to slide your stopper hitch up on your safety line.

The Chairman. Therefore, that takes longer?

Mr. Stockdill. Well, then they have a mechanical apparatus that you can hold with one hand and trigger your mechanism on your hoisting motor with the other hand, and it will slide right up the rope. They call it a Ladd Safe Rope Grab, but that Ladd Safe would not work on a three-quarter line because it was a 58 Ladd Safe, which means a five-eighths rope has to be used in it.

The Chairman. Therefore, you had the wrong rope and it took you about double the time it would normally take?

Mr. Stockdill. It takes at least twice as long to raise it with a stopper hitch. That is why they come out with the rope grabs, because it facilitated speeding up the work.

The Chairman. OK. Second, as I understand it, the company did not have enough of the handrails for the scaffold, so you had to jury rig the lightweight pipe and secure it with wire to the uprights on the scaffolds, instead of brackets and bolts which would make for a more solid apparatus. Is that correct?

Mr. Stockdill. That is correct, too.

The Chairman. Third, the company provided no toolroom man, which you mentioned before, so every time you needed a tool or a certain material, you had to find the foreman or the steward or whomever had the key to the tool trailer at that time. Is that correct?

Mr. Stockdill. That is correct also.

The Chairman. Is it normal that they provide a tool man?

Mr. Stockdill. On all well-run jobs it is.

The Chairman. OK. Fourth, Jim O'Donnell, the foreman, you indicated to us could not make heads or tails of the blueprints. Is that right?

Mr. Stockdill. In fact, he turned them over to Gary Boring and told him to go ahead and run the show there for a while himself.

The Chairman. I see. Now when you followed the prints and the color coding, you ended up with the scaffolding not hanging level. Is that correct?

Mr. Stockdill. Right.

The CHAIRMAN. Therefore, as I understand it, you used what brackets would work in areas not designated for them. Is that correct?

Mr. STOCKDILL. Yes, sir.

The CHAIRMAN. And you refabricated others?

Mr. STOCKDILL. Right.

The CHAIRMAN. Therefore, you lost about 1½ to 2 days on this matter. Is that right?

Mr. STOCKDILL. Right.

The CHAIRMAN. Now I believe we have put Stockdill No. 1 into the record. If we haven't, without objection it will go into the record at this point.

Now do you agree with these statements Mr. Stockdill has been making, Mr. Boring?

Mr. BORING. Yes, Senator, I do. I understand that there has been accusations made about us taking too many breaks and this and that. I discussed this with our attorney, and to the point of the coffeebreaks, everybody on that job had a coffeebreak. The foreman, the steward and they even went further than we did, Stockdill and I, to take our break, to get back to the job.

This is minor to maybe everybody in this room, but Stockdill and I, we didn't quit. We were fired.

The CHAIRMAN. However, you are saying you didn't take any longer coffeebreaks than anybody else on the job.

Mr. BORING. No, sir, I did not.

The CHAIRMAN. In fact, you are saying you took shorter coffeebreaks than the foreman and other people.

Mr. BORING. We returned to work with them. On daylight shift they had a coffeebreak, they went to the machines, wherever it was, to get their coffee and went back, and that was not even broken up after Stockdill and I was fired. It is my understanding that one gentleman on the job said that—this came later—about me not tying a plank down.

I do things very safely, to the best of my ability, and I watch other people on a job. I don't think you will find anybody—and I believe even the union's attorney, the NLRB, and OSHA will tell you that we filed numerous complaints on different things on this job. What happened on the job, in my opinion, was that we were fired illegally, without reason. I don't think there is anybody on that job who would say anything bad about us.

The CHAIRMAN. OK. Now let me get back to Mr. Stockdill.

Mr. STOCKDILL. If I might add something about the scaffold, the plank that they said he didn't tie down, this was right in the area where you go down into the ash hopper at the superheater section, where we were erecting this scaffold. This plank was run out so that when you brought the swinging scaffold up, it would extend out and you could walk back and forth to these other scaffolds from this higher elevation.

In fact, I asked the man that accused him of not retying that plank, if he was not, in fact, going to retie that plank. He said no, because they were not going to be going out onto those scaffolds at the time. They were going to be inspecting the tubes in that area instead.

The **Chairman**. I see. Well, as I understand it, Mr. Stockdill, you were scaffolding the superheater section of the boiler for testing and possible welding of the superheater tubes. You and Gary Boring were assigned to pass up the planks and the scaffold brackets to two other men who would hang the brackets, lay the planks on them, and then tie the planks to the brackets with wire. Is that right?

Mr. **Boring**. Right.

The **Chairman**. Now, could you tell us, as laymen, what the superheater section of the boiler is?

Mr. **Stockdill**. Well, it is an upper section in the furnace where your steam changes to superheated steam before it goes into the main header to be sent down to the turbine.

The **Chairman**. It is really the highest section of the tubing, isn't it?

Mr. **Stockdill**. One of the highest, other than the roof itself.

The **Chairman**. Aside from the roof tube itself, yes.

Mr. **Stockdill**. Right.

The **Chairman**. Now, how high were you and Mr. Boring when you were working on this second tier of the scaffold? How high off the ground were you, or from the bottom of the boiler?

Mr. **Stockdill**. Oh, from the bottom of the boiler it must be 85 or 90 feet.

The **Chairman**. I see. Somewhere between 80 and 100 feet? Would that be a fair estimate?

Mr. **Stockdill**. Somewhere in that range, yes.

The **Chairman**. Now obviously this is fairly dangerous work, and it would be made more dangerous by the lack of proper safety equipment. Would that be a fair statement?

Mr. **Stockdill**. That's right.

The **Chairman**. Now the pamphlet issued by the safety systems maker, Rose Manufacturing Co., which you submitted with your affidavit, states that workers must ". . . heed these instructions, warnings, and cautions. Failure to do so may result in serious injury or death."

Mr. **Stockdill**. Right.

The **Chairman**. OK. It goes on further to state that, "If any unusual conditions are observed that are not explained here, remove the equipment from service and notify your supervisor or safety director."

Mr. **Stockdill**. That is right, and we did talk to them about that three-quarter manila line being used rather than the yellow plastic line that was required by the law.

The **Chairman**. Therefore, you actually informed them of the difficulties you had, and——

Mr. **Stockdill**. That is right, and they said that they did not have enough of the yellow line and we would have to go ahead and raise the scaffold.

The **Chairman**. They told you to go ahead anyway, even though you didn't have the right equipment.

Mr. **Stockdill**. That is right, which we did, by the way.

The **Chairman**. OK. You were willing to do that because you wanted to work?

Mr. **Stockdill.** That is right. I had been out of work for 5 or 6 months, and had an unemployment claim going that I had submitted in May, and I never got paid on it until Christmas because of some trouble with combustion engineering in the southern region.

The **Chairman.** Therefore, you needed the money?

Mr. **Stockdill.** Yes. I was figuring on staying there until the bitter end.

The **Chairman.** OK. Now wouldn't it have taken even more time to re-rig the safety line and throw a new line down, if you had insisted at this point that the work be done properly, as required under the section of the contract requiring the shop steward to enforce all State and Federal safety laws? Wouldn't that have taken even more time?

Mr. **Stockdill.** Maybe a half an hour.

The **Chairman.** However, it would have been more if you had asserted your right to——

Mr. **Stockdill.** Yes. It wouldn't have been that much more, you know, if they were wanting to do what was right.

The **Chairman.** Now, Mr. Boring, did you ever complain about safety on this job?

Mr. **Boring.** Senator, we complained about safety on that job, and even went to file a safety report after we were fired. We were criticized for filing the report after we were terminated. Had we been there longer, it would have been filed during the course of that job.

The safety that we brought up on this particular job, though, I returned to that same Hatfield station, I think at the beginning of the year—I don't know the exact date—for another contractor. However, West Penn Power had revised the system of scaffolding in accordance with, I believe, what Stockdill and I had filed in the safety complaint.

The scaffold was erected. They had all the proper equipment there. The company was happy. The utility was happy, and the men assembled it together. It went together relatively easy. You had all uniform material. It was not the same garbage that Sauer had on that job, to do that job with, that we got blamed for taking so long to do.

Now West Penn Power themselves inventoried every piece of scaffolding back onto that job. I was even praised by West Penn Power's coordinator as to how well I had done on this job, and that I would be getting a good written report this time. I told him I would have gotten one the last time if the guy would have known what was going on.

The **Chairman.** OK. Now, I understand, Mr. Stockdill, that there were some further delays because only one electrician was used to string the lights and power for the superheater section. Is that right?

Mr. **Stockdill.** That is right.

The **Chairman.** You stated in your affidavit that they made matters worse by laying off the only electrician on a Saturday night.

Mr. **Stockdill.** Right, knowing we were working Sunday.

The **Chairman.** Therefore, you had to wait 2 hours for the plant electricians to hang you a string of lights on Sunday night, a double time day.

Mr. STOCKDILL. That is correct.

The CHAIRMAN. As I understand it, at that time your affidavit says there were at least two of them on that occasion.

Mr. STOCKDILL. That is right. It is normal when you work at that height, in an exposed area for falls, it is normal for men to work at least in pairs.

The CHAIRMAN. Now a representative of the contractor—I think it is important for the record to show this—the Sauer Co., told my investigators that the job coordinator for Western Pennsylvania Power, the plant owner, the job coordinator complained to the union foreman that he saw the two individuals in the middle of the scaffold standing around and not working. Mr. Stockdill, were there any instances where you might have been standing without anything to do because you were waiting for someone to hand something up to you, or for the power supply to get installed by the electricians?

Mr. STOCKDILL. Every day.

The CHAIRMAN. I see. You couldn't work without that being done.

Mr. STOCKDILL. We were either waiting for the man to bring us up tools—like they didn't have scabbards and spud wrenches readily available on the job the first day or so. When they did get them, we went ahead and used them. When we got the scaffold brackets made up, or while they were figuring out what to do about the scaffold brackets, whether to use them in different areas or not, we were waiting. After we had made up the tie wires and had more than what they would have needed for the entire scaffold, we were waiting one evening. I can cite pretty near every day where there was some downtime that we——

The CHAIRMAN. However, other than the things that were beyond your control, you were working.

Mr. STOCKDILL. It was always because of failure to coordinate the job by the contractor.

The CHAIRMAN. However, am I correct in saying you worked as you should have worked at all other times, and that you weren't responsible for those failures or delays?

Mr. STOCKDILL. That's right. After 15 years in the trade, I know how to look around and see something that needs to be done and go ahead and do it myself. I don't have to be hand-fed like some people.

The CHAIRMAN. OK. Now who told you that you were fired, and what did he say?

Mr. STOCKDILL. James O'Donnell came up, asked me where Gary Boring was, and I said, "Inside the boiler." He handed me my checks and my firing slip and said, "I'm terminating both of you fellows. Get Boring out here, and I want you off the job right away."

The CHAIRMAN. Is that basically your understanding, Mr. Boring, as well?

Mr. BORING. I was called out of the job and, like Stockdill said, I was told that, "You're terminated," and I was to leave immediately. We was dumfounded. There was no mention, no warning by the steward, no conversation with the steward that there was a firing pending because of any discrepancies in our work or anything else.

One other point that I would like to make with regard to the firing itself: One of the gentlemen on this job with Sauer was also involved in another complaint that was filed, I believe, by my brother Wayne with the National Labor Relations Board, and I believe it is in deferred status now. They can look at it. The Board could possibly give you that case.

However, this individual was involved in a discussion, supposedly at the union hall, with individuals at the union hall, to fire me, my brother Wayne, and my brother Vernon, who was going to the Huff jobsite on three separate shifts. I was to go daylight; Wayne, I believe, was second shift; and the third shift was Vernon. There was a discussion to fire all three of us as soon as we got to the job.

Now, if I am not doing my work or if there is reason to be fired, I can accept a firing, in construction work, whatever, or any walk of life. I can accept what I do, but I can't accept the people that are making these decisions because of the union and company animus toward us, as well as what the utilities are. The utilities don't like us here testifying. The companies don't like us here testifying. The unions positively don't like us here testifying. They have made every attempt to try to stop these hearings, I think.

There are charges with the Board, and I believe they are coming up in February, that the business agent even went to the jobsite and coerced, threatened—I don't know the exact wording of the charge—but attempted to intimidate people from even talking to us and to the committee.

The CHAIRMAN. I understand.

Mr. BORING. I don't know whether the committee was mentioned specifically, but any threat to these individuals on these jobs about giving testimony or talking to anybody, I think is squashing these hearings.

The CHAIRMAN. Well, let me get back to where we were. Were either of you ever counseled or warned about the company's dissatisfaction over your work?

Mr. BORING. No.

The CHAIRMAN. Were you?

Mr. STOCKDILL. No, sir, I was not.

The CHAIRMAN. Now the company informed the National Labor Relations Board that one of the reasons the two of you were terminated was that you insisted on taking 10-minute breaks every hour, and that this is not provided for under the contract. Did either of you ever insist on taking such breaks?

Mr. BORING. No. We had discussed, when they talked about taking our coffeebreak away, we talked about what——

The CHAIRMAN. Was that 10 minutes every hour, a coffeebreak?

Mr. BORING. No. The coffee break might last 10 or 15 minutes, and they are supposed to be unorganized. In some cases they are; other cases they aren't.

The CHAIRMAN. How many of those would they have during the day?

Mr. BORING. You would generally have one in the morning hours, if you are on day shift, say at 9 to 9:15. In this case, the coffeebreak was taken away from us. I don't know specifically what the reason was, but the coffeebreak would supposedly be taken away from us. Stockdill and myself, as I said before, we went down by the machine area, which is at the basement floor of the plant. A lot of the other individuals went clean to the shanty, which was another 100, maybe 200 yards from the building itself. We returned to work with them.

The reason the 10-minute break thing came up, I believe, was because we talked about what the State would allow in the course of the day.

The CHAIRMAN. However, did you take 10-minute breaks every hour, on the hour?

Mr. BORING. No, sir, I did not.

The CHAIRMAN. Now let me ask you this. As I understand it, what you told our committee was that you took only the breaks that other people took on the job as well.

Mr. BORING. That is correct.

The CHAIRMAN. You didn't take any special breaks for Mr. Stockdill and Mr. Boring, did you?

Mr. BORING. No, sir.

The CHAIRMAN. Or did you?

Mr. BORING. No, sir.

The CHAIRMAN. Now you filed charges on this matter with the NLRB, and as I understand they rejected your case for insufficient evidence. Is that correct?

Mr. BORING. Yes, sir.

Mr. STOCKDILL. If I might add something about that, when Clyde Graham interviewed us concerning——

The CHAIRMAN. Who is Clyde Graham?

Mr. STOCKDILL. He is an officer for the NLRB that took our affidavits at Gary's house in Indiana.

The CHAIRMAN. OK.

Mr. STOCKDILL. The day that he interviewed us I asked him, you know, if we had a good case and if he thought we were going to be able to get it resolved and go back to work pretty quick. He said yes, we had a good case and he didn't see any reason why it shouldn't get straightened out right at the first level.

I asked him about certain things that we wanted to include in the affidavit, such as James O'Donnell carrying a nightstick around on the job and slapping himself in the hand with it, like he was a school teacher dealing with first graders or something, and also him saying that if his hometown football team didn't win the playoffs, there would be hell to pay on the job the next day. I asked him about including those things and he said, well, they were so childish that they probably shouldn't be included.

Thinking that he was the professional and probably knew best, I went along with that, but I feel later that that was one of their attempts to whitewash the deal so that they could throw it out at the first level, to water the testimony down as much as possible so they could do that.

The CHAIRMAN. I see. Mr. Stockdill, let me just ask you a few questions on some other topics.

When you were receiving your referrals out of local 154, did you ever feel that you were being discriminated against because of your status as a national transient division member?

Mr. STOCKDILL. Yes. The deal down there was always that NTM hands could go to work after local 154 hands were all satisfied with the amount of work they wanted.

The CHAIRMAN. As I understand it, you then switched to local 26, even though your home is in Ford City, Pa.

Mr. STOCKDILL. That is right. After asking numerous times to be taken into local 154 and being put off each time, I went down south to a job down there, a new job, and was treated well there, and I decided that was just as good a place to have my——

The CHAIRMAN. Therefore, you are not saying that all locals of the boilermakers union are bad; you are just saying that 154 did not treat you the way you——-

Mr. STOCKDILL. Let's regress a step on that. I am saying that 26 needed men because they were building a new boiler. When you build a new boiler and it is scheduled 40 hours, you have a hell of a time getting men to man that work, so they needed experienced men very badly down there or they probably wouldn't have taken me into that local either.

The CHAIRMAN. I see. Now, as I understand it, in the last 4 or 5 years that you worked out of local 154 you claimed that you were never able to attain two consecutive quarters of at least 300 hours a quarter, which would have qualified you to come under local 154's hospitalization plan. Is that correct?

Mr. STOCKDILL. That is right. In fact, one time we were working a job up in northern Pennsylvania, at St. Marys, and there was a lot of rain out, being it was April and May. I got within 12 or 14 hours of the required number of hours, and still they would not allow me to pay the difference, even though a contractor had done some of the work with ironworkers, and if we had been sent out in time to start that job like it should have been done or if they had got us paid for that time that they cheated us out of, I would have had enough hours.

The CHAIRMAN. Is that the time you had about 282 hours, about 18 less than you needed to qualify for the hospitalization plan?

Mr. STOCKDILL. That is right.

The CHAIRMAN. Was it on that occasion that Mr. John Gualtieri, Fred's brother, called you and urged you to take an overtime job in Oswego, N.Y.?

Mr. STOCKDILL. That's right.

The CHAIRMAN. Now was there plenty of work at local 154 at that time?

Mr. STOCKDILL. Yes, sir. There was a job——

The CHAIRMAN. Then why would they do that to you?

Mr. STOCKDILL. Well, it would keep me from getting enough hours to get the insurance, because if you get to the 5-year stage with that insurance plan, as I understand it, you only have to work 1 day a year to have full insurance coverage.

The CHAIRMAN. Did you ever try to join 154?

Mr. STOCKDILL. On numerous occasions I asked Fred Gualtieri to transfer my book into 154.

The CHAIRMAN. Well, why didn't he?

Mr. STOCKDILL. His reply was either that "the time is not right now," or "See me after the first of the year," he told me one time. He said, "Don't worry. I'm going to take care of you anyway."

The CHAIRMAN. You had an incident with Rod Kolesar. Could you tell us about that?

Mr. STOCKDILL. Rod Kolesar was the foreman on the job up there at St. Marys, and Rod Kolesar——

The CHAIRMAN. Did he know Fred Gualtieri?

Mr. STOCKDILL. Yes, he called Fred every day from the job. He was exceptionally good at reporting in.

The CHAIRMAN. Were they friends?

Mr. STOCKDILL. I would assume, as often as he called, they must have been.

Rod had a big Scout 4-wheel-drive, like a station-wagon-type vehicle, and he was complaining about the excessive gas mileage that it was giving him—I mean regressive, rather. It was taking too much gas, so he talked about burning it rather than continuing to drive it because he had tried to trade it in and couldn't get what he felt was a fair price, trading it in on a smaller car.

I said, "Well, you know, you are silly to do that. Just drive it and go ahead and buy the smaller car, and then when you need the 4-wheel-drive then you have it sitting around, you know." He said he didn't want to do that, and in fact he wanted me to steal it. He would leave the keys in it or give me the keys or whatever, any way I wanted to work it out, and if I would take that and take it to my farm or hide it out, that he would never turn me in but would turn it in for the insurance claim, and get his money and go ahead and buy a smaller car.

I felt at the time that I didn't want any part of stunts like that. I figured that what they really wanted to do was to have me do that, turn me in, and then Fred Gualtieri would probably come up with the money to get me out of jail for it, and then I would be ingratiated to him.

The CHAIRMAN. I see. Now as I understand it, you once tried to obtain a boilermaker book for your son-in-law from Kenny Horne in South Carolina. Is that correct?

Mr. STOCKDILL. Yes.

The CHAIRMAN. What did Horne say to you at that time?

Mr. STOCKDILL. Seeing as how I was not referred down there by Mr. Gualtieri and just went down on my own, Kenny was a little reluctant but he said that they would work it out. He felt that he needed a little time to check it out, so he told us he wouldn't have work for us until the middle of the following week.

Since my son-in-law's trailer was on down in Florida, we decided to go on down to the Savannah, Ga., local where they had the new work going and see about obtaining a book there for him. Ken Horne, the deal on the book was that it would be $400, the legitimate initiation fee, plus a $100 donation to local 687's building fund, and that there would be no receipt for the 687 building fund $100. He didn't tell us about also having to pay $100 a year to the building fund for the next 5 years, which other guys were having to do. We didn't know anything about that, but I guess——

The CHAIRMAN. Therefore, it would have been a total of $1,000.

Mr. STOCKDILL. It would have been over $1,000 if he had had to go through that part of it, too.

The CHAIRMAN. I see. Now as I understand it, your son-in-law had no boilermaker hours at all.

Mr. STOCKDILL. He had 8 hours at the Homer City powerplant on a weld test. That is all.

The CHAIRMAN. OK. Now did you buy the book?

Mr. STOCKDILL. No. We went to Savannah and talked to David Riggins in Savannah. I asked David, if George would go out there and go to work and stay on the job, on that new job, since those new jobs are hard to man. Then if, in a reasonable length of time, would they issue him a boilermaker's book there. He said that they would, after 1 year of satisfactory work, issue him an 80 percent trainee book. I said, "Well, he needs to go on a new job where I know he can stay, anyway, so we will go along with this deal." That is what we did, and he subsequently got his 80 percent book in local 26 and is presently working there now.

The CHAIRMAN. All right. I would just ask one other question: Gary and Mr. Stockdill, in your experience, who decides whether a boilermaker gets a journeyman's pay? Is it a contractor, or does the contractor generally take the union's word that the workers are qualified journeymen?

Mr. STOCKDILL. This is up for grabs. The union can send you out a referral, and it can say mechanic on it even though you are not, or they can send you out and it can say trainee or it could say apprentice. A man could go out on a job—in fact, sometimes you go out without a referral—and a trainee could go out and——

The CHAIRMAN. Well, who usually decides? Is it the union or the contractor?

Mr. STOCKDILL. Like I said, it is different no matter where you go. One time the union decides. If they send you out without a referral, you decide yourself because what you tell the man is what he will pay you, and then the company has the final prerogative to check and find out if it is true.

The CHAIRMAN. Have you ever known a company to check it out?

Mr. STOCKDILL. I have not known it, but I am sure some do.

The CHAIRMAN. Gary, who decides, in your opinion? Is it the union?

Mr. BORING. Senator, when these people go out on these jobs, if they are sent out the union is supposed to tell the company. I think by contract the union is only allowed to have so many apprentices on the job. You would have people going out there as mechanics. My feelings personally, right now, is that the union sends a man out there as a mechanic. The company—I believe the Labor Board has already had this explained—I don't think the company is allowed to request even what union affiliation, membership, or what they are outside of the mechanic, which means journeyman, outside of whether this man is an apprentice, in order to figure out what he is to be paid. Therefore, they both would have knowledge of what the man is, but the union——

The CHAIRMAN. My question—go ahead.

Mr. BORING [continuing]. The union making the referral, in this particular case, what we are talking about for Pittsburgh, I have known men that went out to a job, sent out as a mechanic. My brother was one of them, sent out as a mechanic; he was paid journeyman's rate. He had no experience with the boilermakers per se. Now he had a background, but it is evident that local 154 isn't giving credibility to any background or they are discriminating in background searches of these individuals.

The CHAIRMAN. All right. I think this has been helpful today. I appreciate all you gentlemen coming in. I think it has been very helpful in our overall consideration of this, and I hope we can get it resolved in the future but we will just have to see. However, I think we have here some very interesting new bits of testimony that at least make it even more important that we sit down and get the documents that we need to get and see what can be done.

Thank you for coming. We appreciate your being here. Thank you all.

Mr. BORING. Senator.

The CHAIRMAN. Yes?

Mr. BORING. May I add an opening statement?

The CHAIRMAN. Let me put that in the record, Mr. Boring, as though fully read. OK?

Mr. BORING. All right. Thank you.

The CHAIRMAN. Thank you. We will put that in the record as though fully given. Thank you. Thanks, gentlemen.

[The prepared statement of Mr. Boring follows:]

Prepared Statement of Gary Boring

Senator, first of all I'd like to comment on a news article covered by CNN News and other news media, on the attempt to squash these hearings into the Boilermakers. I think it would be a grave injustice to the rank and file boilermakers, and to the consumer as well as an internal threat to this country. You have listened to individuals repeatedly tell you how bad things are within our trade. (boilermakers) I know the Chairman of this Committee has been seeking the voluntary submission of records and all the requests have been denied. Indeed, the Chairman of this Committee has been charged with "McCarthyism". It should be brought out that you, Senator Hatch, are the only one who would listen to the rank and file of this union, and these are the people the government is here to protect. I don't think unionism ever favored dictatorships or union leaders who are so power hungry that they forget their rank and file. The only other committee member that has shown any interest whatsoever in this is Senator Kennedy and then only through his staff, and then only to the union officials' side. I tried repeatedly to talk to Senator Kennedy's staff. After being put off

ON OCCASIONS, MR. FORCEY OF SENATOR KENNEDY'S STAFF, SAID HE WOULD MEET WITH ME AND MEMBERS OF YOUR STAFF, IF I SO CHOSE, AT THE COMPLETION OF THE SEPTEMBER HEARING, WHICH WAS CANCELLED. HAD HIS STAFF BEEN TRULY INTERESTED IN THE RANK AND FILE, THEY WOULD HAVE MADE AN ATTEMPT TO LISTEN TO OUR SIDE. INSOFAR AS THE REQUEST FOR RECORDS FROM THE UNION, JUSTICE HAS BEEN SET ASIDE FOR POLITICAL PURPOSES. FAILURE TO SUBPOENA THOSE RECORDS WOULD BE A MISCARRIAGE OF JUSTICE. THERE HAS ALREADY BEEN ATTEMPTS MADE AT HIGH LEVELS TO SQUASH THESE HEARINGS AND TO UNDERMINE THE AGENCIES WHOSE RESPONSIBILITIES IT IS TO CONDUCT THESE INVESTIGATIONS. I APPEAL TO EACH SENATOR ON THIS COMMITTEE TO LISTEN TO THE RANK AND FILE COMPLAINTS AND ALLEGATIONS OF WRONGDOING. I HAVE AND I REMAIN WILLING TO MEET WITH ANY TRULY CONCERNED MEMBER OF THIS COMMITTEE TO EXPLAIN ANY ISSUE THAT HAS BEEN BROUGHT TO THIS COMMITTEE'S ATTENTION. I FIND IT DISTURBING THAT THE DEMOCRATS ON THIS COMMITTEE ALIGN THEMSELVES WITH A HANDFUL OF UNION LEADERS AND AS MUCH AS SAY THE HELL WITH THE RANK AND FILE. THE PROBLEMS WE HAVE

BROUGHT UP ARE REAL AND ARE NOT SIMPLY GOING TO GO AWAY. THEY HAVE TO BE CORRECTED. AT THE RISK OF OFFENDING SENATOR RIEGLE, WHO HAS SHOWN AT LEAST A HALF-HOURS INTEREST IN OUR CASE, THERE ARE PEOPLE STILL WONDERING WHERE HE CAME FROM AND WHERE HE WENT TO WHEN HE LEFT. IT WOULD BE MY HOPE THAT I COULD MEET WITH SENATOR RIEGLE TO EXPLAIN JUST HOW ROTTEN CERTAIN SEGMENTS OF THIS UNION HAVE BECOME. I DON'T WANT TO HAVE HINDSIGHT TEN YEARS FROM NOW AND SAY THIS SHOULD HAVE BEEN CHANGED AND THAT SHOULD HAVE BEEN CHANGED IN ORDER TO PRESERVE THE RIGHTS AND JOBS OF THE RANK AND FILE UNION MEMBERS.

The CHAIRMAN. I am going to recess for about 2 minutes, and then we will start with Mr. Higgins and Mr. Kobell. They will be our last two witnesses today.

[Recess taken.]

The CHAIRMAN. Gentlemen, I am sorry. We had a vote there and I had to get over. I didn't even hear it.

I wonder if I could get you to summarize your statements in just a few minutes? We will put them into the record as though fully delivered. I am in a real bind for time, and I know one of you has come all the way from Pittsburgh. It is the second time, and I would like to at least see if I can get through that today, and hopefully get through both of you if I can. However, if you could just summarize very briefly it would help me a great deal.

Mr. HIGGINS. That is fine, Senator.

The CHAIRMAN. OK.

Mr. HIGGINS. As a matter of fact, Senator, I have provided my complete statement to your staff and to the reporter.

The CHAIRMAN. Without objection, both complete statements will go into the record.

STATEMENT OF JOHN HIGGINS, DEPUTY GENERAL COUNSEL, NATIONAL LABOR RELATIONS BOARD

Mr. HIGGINS. My name is John Higgins. I am the Deputy General Counsel of the NLRB. I am pleased to have an opportunity to talk to you today about cases that are now pending in our Pittsburgh regional office involving the boilermakers and local 154.

I do have, as I indicated, some brief remarks that I would like to make before I turn over and introduce you to Mr. Kobell, who is the Regional Director of our Pittsburgh regional office.

First, with respect to the cases involving local 154's operation of a hiring hall, those cases—as the committee knows—were successfully litigated by the agency before the Third Circuit Court of Appeals, the decision of that court issued in February 1982, and the court's mandate issued shortly thereafter. In the time since the issuance of the court's mandate, the Pittsburgh regional office, under Mr. Kobell's supervision, has worked to achieve compliance by local 154 with the enforced court order.

From the initiation of the region's compliance efforts, Regional Director Kobell and his staff have held periodic meetings with representatives of the union to work out new hiring hall procedures to insure the nondiscriminatory operation of that hall. New procedures have been put in place, and their operation continues to be monitored during periodic visits by regional office staff.

Compliance with that portion of the Board's order requiring that nonmembers of local 154 be made whole for their loss of earnings resulting from the discriminatory operation of the hall has also been vigorously pursued. The region quickly undertook the massive task of identifying the individuals in the class to be compensated and of determining the extent of their compensible losses.

In pursuit of those objects, the region sent out initial questionnaires to approximately 4,500 possible discriminatees, sent supplemental questionnaires to 220 individuals who responded to the initial survey, and has thus far conducted individual interviews of possible claimants. There are interviews remaining for four individuals, and the region at this time is very close to completing its backpay investigation and to completing the preparation of a backpay specification. In the event a settlement cannot be worked out with the union, the specification will serve as the basis for supplemental proceedings to resolve the backpay issue.

The region's plans for conducting its compliance investigation were fully discussed with Mr. Crawford, Mr. Wayne Boring, and with other interested persons whose views concerning their investigation were solicited and considered. Four members of the Pittsburgh regional office staff have worked nearly full time on the compliance aspect of this case.

I can understand the frustration expressed by Mr. Crawfold, Mr. Boring, and others, that members of the class of individuals to be made whole have yet to receive any backpay. The delay is attributable solely to the massive and complicated nature of that investigation. There has been no foot-dragging by the NLRB in its pursuit of compliance by local 154 of its backpay obligations. The Pittsburgh office has proceeded vigorously in the compliance stage of this case, and will continue to do so until full compliance is achieved.

The other cases initiated by Mr. Wayne Boring and others against local 154 have either been investigated and processed, or they are so related to the matter currently in compliance that they will be fully addressed in the final resolution of that case. Those cases in which the Regional Director found there was insufficient evidence to warrant further proceedings were either dismissed by the Director or were withdrawn.

In those instances where the party filing the charge appealed the Regional Director's dismissal action, a full de novo review of the case was performed by the Office of Appeals in the General Counsel's Office in Washington. In none of those cases was the Regional Director's determination with respect to that case overturned.

In several of the later cases involving local 154, the region determined that there was reasonable cause to believe that violation of the act had occurred, and it secured an adjustment or a settlement to remedy that violation. In boilermakers' cases, as in all cases arising in our Pittsburgh regional office, the investigation was conducted as expeditiously and as thoroughly as possible.

There has been no evidence brought to light at these hearings, or in submissions to any other forum of which I am aware, that would suggest any case investigation or disposition was in any way conducted in other than an impartial manner. I am satisfied that the region's efforts can very simply be characterized as enthusiastic, and those efforts have been anything but grudging.

I appreciate the opportunity to appear before you this morning, and I would introduce to you Regional Director Kobell, who would like to make a short statement before the committee.

[The prepared statement of Mr. Higgins follows:]

STATEMENT OF JOHN E. HIGGINS, JR.
Deputy General Counsel
National Labor Relations Board

October 25, 1983

Mr. Chairman and Members of the Committee: My name is John E. Higgins, Jr., and I am Deputy General Counsel of the National Labor Relations Board. I am pleased to appear before the Committee in response to its request for information on the status of cases which have been processed or which are now pending in the Pittsburgh Regional Office of the National Labor Relations Board involving Local 154, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, AFL-CIO. Present with me today is Gerald Kobell, the Regional Director of the NLRB Pittsburgh Regional Office.

In preparing for this hearing today, I requested a review of the cases involving Boilermakers Local 154 which were filed in the Pittsburgh Regional Office of the N.L.R.B. over the past several years. There are a number of these cases, the largest being one based on a charge filed by Wayne H. Boring against Boilermakers Local 154, which is Case 6-CB-4349 on the Agency's docket. This charge was consolidated for hearing before an Administrative Law Judge of the Board with cases filed contemporaneously by Gary W. Boring, Waldron L. Sarambo, Galen L. Boring, Edward J. Kardos and Vernon L. Boring (Cases 6-CB-4350, 4354, 4371, 4397 and 4419). A Consolidated Complaint against Local 154 based upon the above-described charges was issued on August 31, 1978, and a hearing before the ALJ was scheduled for December 19, 1978. Because of postponements, the trial actually began on February 6, 1979, before Judge David S. Davidson and was concluded after 5 days of trial. The transcript involved 1027 pages of testimony.

In summary, the Complaint alleged that Local 154 had discriminated against nonmembers in making referrals for employment through its exclusive hiring hall. In addition, the Complaint included allegations involving the denial to nonmembers of the opportunity to register on the "out-of-work list," threats to refer nonmembers to more onerous work and to work at places distant from their home, and the denial of information with respect to the operation of the hiring hall to nonmembers of the Local. The Complaint also alleged that the Union refused to accept the grievance of an individual because he was not a member.

On June 13, 1980, Judge Davidson issued his Decision, in which he found, *inter alia*, that the Local had maintained and operated its exclusive job referral system in a discriminatory manner and that it had threatened to discriminate and discriminated in its referral of applicants because they were not members of the Union, because they refused to sign dues checkoff authorization cards or because they filed charges against Local 154 with this Agency. Judge Davidson also found that Local 154 had otherwise discriminated against persons by refusing to furnish them information relating to the operation of the hiring hall and had discriminatorily refused to accept the grievance of an individual because he was not a member. As remedial action the Judge ordered that the Union, for a 2-year period from the date of that order, keep permanent written records of its hiring and referral operations, making such records available to the Regional Director or his agents for inspection, submit four quarterly reports to the Regional Director 10 days after the close of a calendar quarter concerning the employment of nonmember applicants, make referral registers for a 2-year period available for ready access and inspection by applicants and make whole any nonmember applicants for losses of earnings they may have suffered by the Local's discrimination against them in referring people for employment.

Following exceptions filed by the Respondent, the Board adopted the Order of the Administrative Law Judge by its Order dated December 15, 1980. The Board's Decision as well as the full text of the Administrative Law Judge's decision is reported in the Board's official volumes at 253 NLRB 747. The practice of the Agency following the affirmation of an Administrative Law Judge's decision by the Board itself is to encourage compliance with the Board's Order by the Respondent. The Regional Office made such efforts but was unsuccessful. The Region therefore recommended enforcement of the Board's Order and on June 11, 1981, the Agency's Division of Enforcement Litigation submitted its application for enforcement of the Board's Order to the United States Court of Appeals for the Third Circuit sitting in Philadelphia. On February 22, 1982, that Court of Appeals issued a decision enforcing the Board Order.

In order to understand the current status of the case, some background may be helpful. Local 154 of the Boilermakers, which is headquartered in Pittsburgh, Pennsylvania, covers an extensive geographical area including Allegheny County and several populous counties bordering on Allegheny County. The Local Union has over 1,200 members. The Boilermakers International Union also includes what is sometimes called a National Transit Local headquartered at its International headquarters in Kansas City, Kansas. Members of the Transit Local generally travel throughout the United States in order to staff positions where the Boilermaker trade is needed. From the Pittsburgh Regional Office's experience, such travelers are frequently utilized at the construction or renovation of power plant facilities, including electric generating stations utilizing both nuclear and fossil fuels. I am advised that several members of the Boring family are members either of the National Transit Local or of other locals affiliated with the International Boilermakers Union.

During the period circa 1980, several major projects were taking place within Local 154's jurisdiction and that Local was referring to jobs not only members of the Local and of sister locals, including the National Transit Local, but persons who generally were members of other building trades locals whose skills, particularly as welders, had been developed through experience on construction sites in work similar to that done by Boilermakers. This group included such crafts as iron workers, millwrights and other trades who enjoyed a familiarity with some of the work performed by persons experienced in the boilermaker trade. The crux of the charges involves allegations that Local 154 gave preference to its members in making work assignments, selected jobs of long duration and on which overtime would be worked for its members and denied the overtime opportunites and the long-term jobs to persons who were not members of that particular local. There were many such individuals and this required not only testimony of many of the individuals, but an exhaustive statistical analysis of record information obtained from pension and health and welfare records which were painstakingly analyzed in order to establish that preference was actually given to members at the expense of nonmembers. The magnitude of the case is reflected by the size of our Brief to the ALJ which was 48 pages in length, not including the statistical exhibits and appendices which approximated at least an additional 50 pages of information.

Since the enforcement of the case by the Court of Appeals, extensive efforts have been made by the Regional Office. Currently, four staff members are devoting a significant portion of their time to securing compliance with this Board Order and Court Judgment, as well as investigating a substantial number of related cases filed against Local 154.

Absent agreement on backpay, a formal backpay hearing may be necessary to finally resolve the extent of the Union's liability. Formal compliance proceedings are only rarely required for this Agency to achieve remedies for violations of the Act. Indeed, remedies for the vast majority of cases where, after investigation in the Regional Offices, reasonable cause to believe a violation of the Act has occurred, are achieved by informal methods. In the most recent Fiscal Year, approximately 98 percent of these "merit" cases are informally adjusted to the satisfaction of the Charging

Party, which then withdrew its charge, or were remedied by informal settlement agreements negotiated between the Regional Director, the Charging Party and the Party against which the charge was filed, without the need for any litigation.

Of the cases in which a Court Judgment issues enforcing the Board's Order the Respondent generally complies with the Judgment without additional litigation. In only a limited number of these cases will a formal backpay hearing be required to finally establish the extent of the Respondent's liability. For example, in Fiscal Year 1981, Administrative Law Judges held only 15 backpay hearings and the Board issued but 46 backpay decisions in contested cases. The number of contested backpay decisions represented .36 percent of all merit cases filed in Fiscal Year 1981. This figure reflects, I believe, the sincere efforts of Agency staff to resolve matters at the earliest possible stage, thus avoiding unneccessary and costly litigation.

The Pittsburgh Regional Office is presently in the process of completing its compliance investigation in the litigated Boilermakers case referred to above. Upon the completion of the investigation a formal backpay specification will issue, absent settlement, setting the matter for hearing before an Administrative Law Judge on the remaining compliance issues.

For its part, in an effort to achieve compliance, Local 154 has established a computerized system which lists persons seeking employment through referral, their qualifications, their names and addresses and the work places to which they have been referred for employment, as well as the dates these referrals were made. In addition, the Union has posted the Notice to Employees which was required by the Board's Order and makes available for inspection by any interested person an "out-of-work list" which includes, in chronological order, both nonmembers and members alike. The lists are posted on the Union's bulletin board at its main entrance and may be inspected without the need for any special requests. The Board's agents, in the course of investigating new allegations regarding violations of the exclusive hiring hall agreement between the Union and the multi-employer association with which it has exclusive hiring hall arrangements, visit the Local Union's headquarters virtually every week and have been granted ready access to the records of the operation of the referral hall.

A major preliminary step in the Region's efforts to achieve complete compliance with the Board Order is a determination of the members of the class who may have suffered discrimination. The Region prepared a list of persons who might potentially be entitled to monetary awards as having suffered discrimination by developing a list of names and addresses through the use of the health and welfare and pension reports filed by employers in the employing industry with the independent entity which administers the health, welfare and pension benefits. In this manner, the Region developed a listing of names of persons who work in the industry within Local 154's jurisdiction beginning in October 1977 to the present time. Approximately 1,200 individuals, whose names appeared on the initial list, were sent a preliminary questionnaire to determine whether they were potential discriminatees. Through the examination of the other lists of employees working in the industry, an additional 3,300 potential discriminatees were identified to whom questionnaires were mailed in October 1982. In all, approximately 4,500 initial questionnaires were sent out. From this number, 220 individuals returned completed questionnaires and were sent a second questionnaire requesting additional information.

As our investigation disclosed that these individuals obtained employment either by referral from Boilermakers Local 154 or through hiring halls of other international unions or through work opportunities they obtained themselves, both in the Boilermaker trade or in other industries, and the backpay period is from 1977-1982, we have individually interviewed the persons involved. In these interviews, we have asked for documentary evidence, usually in the form of W-2 statements used by the Internal Revenue Service or tax reports filed by the individuals with that Service, in order to establish with accuracy the potential backpay to which individuals may be entitled. While these procedures may appear cumbersome, and they are indeed time consuming, particularly since it is necessary to interview persons not only in the Regional Office but frequently at their homes in distant cities in Western Pennsylvania, it is necessary that accurate figures be obtained. Such figures would, of course, be critical, should a backpay hearing be necessary, as the purpose of the hearing would be to establish the precise amounts of money to which individuals may be entitled. Thus far, the Region has interviewed 114 persons out of the 118 individuals who responded to the second questionnaire, and obtained from them signed authorizations permitting the Social Security Administration to send records of their earnings as reported to that agency. In addition, the Region assisted employees in obtaining copies of tax returns from earlier years which, unfortunately, they did not have in their posssession.

We are very concerned that all potential discriminatees be reached, and to that end, in March 1983, we advertised in the newspapers of wide circulation in the Pittsburgh area, i.e., the Pittsburgh Post-Gazette and the Pittsburgh Press, for 5 consecutive days for the purpose of advising persons who work as field construction Boilermakers who believe they have have suffered discrimination in obtaining job referrals because of a lack of membership in Boilermakers Local 154 to contact our office. We have also secured, at government expense, a computer printout from the company which maintains the benefits and insurance records to which employers in this industry make contributions so that we may cross check our records of employment data received from the union with an independent source.

We are pleased to report that the Local Union is submitting the quarterly reports required by the Board Order and has established record-keeping procedures which permit the review of operations by Regional Office personnel which is undertaken, as indicated, on a frequent basis.

In my remarks thus far, I have attempted to summarize the Agency's actions with respect to a particular case which is the centerpiece of various charges against Boilermakers Local 154. In addition to that case, we have on file 60 cases in which we have deferred action. These cases were, for the most part, filed prior to the time the Court enforced the Board's Order (February 1982) or relate to conduct occurring shortly thereafter. Of these 60 cases, 15 were filed by Gary Boring, 15 by Wayne Boring, 5 by Ronnie Baughman, 4 by Waldron Sarambo, 4 by French E. Gower and 5 by Charles Shirley. The charges by this group number 48, leaving 12 charges filed by other persons. We have determined from preliminary investigations that these charges relate to circumstances similar to those included in the case in which we have now obtained a court judgment. We anticipate that we will achieve resolution of these 60 cases without the necessity for further litigation of an independent nature because it appears that they can be resolved through the compliance procedures including a Backpay Specification, if that should prove necessary.

In addition to the cases which are deferred, approximately 29 charges, 15 of which were filed by Gary and Wayne Boring, Sarambo and Gower, have been filed since January 1982 and are now closed based either upon dismissal of the charges or withdrawal by the charging party at the Agency's request. Approximately 10 additional cases are pending and under investigation, 1 filed by Gary Boring, and 4 by Wayne Boring. The balance of the charges were filed by other individuals.

A review of other cases against Local 154 reveals that Wayne Boring filed a charge on September 17, 1976 (6-CB-3820), alleging improper operation of the Union's referral system. This case resulted in an informal settlement. Subsequently, Wayne Boring filed a charge on February 22, 1977 (6-CB-3959), in which he alleged that the Local had threatened nonmembers, telling them that members would be given preference in referrals. A formal settlement, which provided for the entry of a decree of enforcement before the Court of Appeals, was obtained in that case. That case involved only the threat to nonmembers, since there was no evidence at that time that there had, in fact, been any discrimination against persons with respect to their referral to job opportunites. An additional charge, 6-CB-5937, was filed on January 17, 1983, by Donald Putnam alleging violation of the hiring hall procedures and resulted in an informal settlement involving the payment of approximately $5,000 to five discriminatees by the Union as well as the posting of a Notice at the Union's hiring hall for the purpose of notifying all employees that the improper practice would not longer be continued.

THE SAUER CASE

The Committee has made specific reference to a charge filed by Gary Boring against Sauer Industrial Contracting, Inc., and West Penn Power Company (6-CA-15949 and 6-CA-15950) and Boilermakers Local 154 (6-CB-5887 and 6-CB-5888) on November 23, 1982. Upon completion of the investigation, and after careful consideration of the issues involved, the Regional Director dismissed the charges in their entirety.

After the charge was dismissed, the charging parties filed a timely appeal with the Office of Appeals, a branch of the Office of the General Counsel in Washington, where, in accordance with usual procedure, the case was given a thorough de novo review. The staff attorneys in the Office of Appeals are entirely separate from the Regional Office, with separate supervision. On March 21, 1983, the Office of Appeals denied the appeal after careful consideration of the evidence.

The basis for the Regional Director's decision is set forth in the summary report attached to the dismissal letter. Because this is a matter of concern to the Committee, some discussion is warranted of the facts in this case.

These charges alleged, in substance, that in November 1982 Gary Boring and Robert Stockdill were terminated from their employment as Boilermakers by the Sauer Industrial Contracting Company, their employer, on a project to the West Penn Power Company at Hatfield power station in Masontown, Pennsylvania. The charges allege that they were terminated because they attempted to enforce safety and contractual provisions found in the contract between Boilermakers

Local 154 and the employing industry. The charges against Local 154 which related to the Hatfield power station project alleged, in substance, that the Union attempted to cause the employer to terminate Boring and Stockdill. Both Boring and Stockdill had been referred to this employment, along with other persons, in accordance with what appears to be the regular and proper referral hall procedure.

On the job, Boring and Stockdill were assigned with four other persons as a crew working in a large boiler erecting scaffolding on at least three levels. The job was undertaken on a time and material basis by the employer. West Penn Power Company, the customer for whom the work was being performed, had as a coordinator on the project an individual named Sauer (no relation to the employing company) whose job it was to assure that the various contractors retained by West Penn were performing satisfactorily. The investigation disclosed that West Penn Power was dissatisfied with the rate of progress being accomplished by the crew in the boiler and that complaints were made by West Penn's coordinator to the Sauer Company's job superintendent. Mr. Sauer, the West Penn coordinator, was interviewed by the Board agent assigned to the matter in the presence of counsel for West Penn.

Coordinator Sauer is normally a rank-and-file employee of the West Penn Power Company and is assigned as a coordinator only when projects are of such size as to warrant the coordinator position. There is no evidence that any problems existing between Local 154 and Boring and Stockdill were known to Mr. Sauer and no evidence whatsoever that the Union had any contact with him which would have encouraged him to make complaints about the work practices of the two employees. Boring and Stockdill clearly made several complaints while on the job about work practices, including safety. While these actions are protected, it must also be noted that the staff working on the construction project itself were experienced journeymen whose technical abilities are of such a nature that they themselves are responsible for much of the safety arrangements which can be expected on the project. Neither Boring nor Stockdill pointed to any evidence demonstrating employer hostility toward them because of their safety concerns. Rather, there is evidence of complaints that Boring and Stockdill did not diligently perform their functions on the job.

Insofar as the companion case against the Union is concerned, it appears that the job steward did discuss the matter with both Boring and Stockdill, as well as with other members of the crew, and could reasonably have concluded that there was not sufficient evidence to justify a grievance that the employer did not have good cause to take the action it did. After the case was dismissed, the file was reviewed carefully at the Regional Office by the Regional Attorney, a uniform practice when cases are appealed, and his written analysis by memorandum is included in the files which have been provided to the Committee. Thereafter, the case was reviewed by the Office of Appeals and the same conclusion was reached.

It is my understanding that the Committee has received allegations about the practice of Local 154 referring persons to jobs to serve as its stewards on the project out of sequence from the position the persons hold from the Union's regular list. On January 10, 1983, Gary Boring filed a charge (6-CB-5924) against the Union and against Boilermaker Employers Association of Western Pennsylvania Area (6-CA-16059) alleging, in part, that the Union had referred a person to serve as a job steward who was not at that point ready for referral as a rank-and-file worker. The charge against the employer is based upon the theory that an employer association which utilizes an exclusive hiring hall operated by the Union is also responsible for any referral violation in which the Union may have engaged. Following an investigation of the circumstances, the Regional Director refused to issue complaint in the matter, advising Boring's attorney of this action. Attached to Mr. Kobell's dismissal letter is a summary report which explains the basis for the Region's action. Counsel for the charging party appealed the Region's action to the General Counsel, in accordance with established procedures. On April 13, 1983, the Office of Appeals advised counsel for the charging party that, following careful consideration, the Office of Appeals denied the appeal. Basically, the Region Office, as well as the Office of Appeals, relied on two cases decided by the Board, District Council No. 2 of the Brotherhood of Painters, et al., 239 NLRB 1378 (January 1979) and Teamsters Local 959 (Ocean Technology, Inc.), 239 NLRB 1387 (January 1979). In the Teamsters case, the Board said at page 1389:

> Nonetheless, as we held in The Paint Smiths, supra, ensuring the presence of experienced, qualified, and loyal stewards on such jobs to administer the collective-bargaining agreement is a legitimate union objective. Thus, we hold that where, as here, the steward preference clause does nothing more than grant the union discretion to send a steward to a job in place of another employee who would otherwise have been entitled to that referral, there is no presumption of illegality. Accordingly, we find the clause herein valid on its face since by assuring the presence of a qualified steward on the job it serves the same basic objective as a clause granting stewards superseniority for purposes of layoff and recall.

CONCLUSION

I have attempted in this statement to address issues in which I have been informed the Committee has an interest. The vigorous and thorough processing of the Boilermakers' cases arising in the Pittsburgh Regional Office has been and continues to be the objective of the staff of that office and of the General Counsel. If the Committee has any questions concerning these matters to which I can address myself, I would be pleased to respond.

The CHAIRMAN. Thank you.
Mr. Kobell.

STATEMENT OF GERALD KOBELL, REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD, PITTSBURGH, PA

Mr. KOBELL. Thank you, Mr. Chairman and members of the committee. My name is Gerald Kobell, and I am pleased to appear before the committee to supplement Mr. Higgins' statement concerning the Pittsburgh regional office's case handling activities with respect to Boilermakers Local 154.

I began serving as Regional Director of the Pittsburgh regional office on April 19, 1982, having been appointed to succeed Henry Shore, who has served the National Labor Relations Board and the Government of the United States with distinction for over 44 years, the last 34 of which as Regional Director. Mr. Shore was the Regional Director under whose supervision the charges filed by the Borings and others concerning local 154 were initially investigated. Under his capable direction, the matter was ultimately litigated by counsel for the General Counsel before an administrative law judge and the Board.

During this period of time, and while the matter was before the U.S. Court of Appeals for the Third Circuit, I served in Washington as Assistant General Counsel, with responsibility for the operation of the Board's regional offices in Buffalo, Cleveland, Detroit, and Cincinnati, as well as Pittsburgh.

The court of appeals issued the order enforcing the Board's order on February 22, 1982, just prior to my entry on duty as Regional Director. On March 15, 1982, the Acting Regional Director, by letter, communicated with the respondent union to review the union responsibility under the order. The letter also enclosed a supply of notices to members to be posted at the union's offices at the hiring hall.

In May 1982, as one of my first priorities, I communicated with counsel for the union, Mr. Maurizi, and requested a meeting in order to discuss compliance with the court judgment. A meeting was arranged for May 20, 1982, 1 month after I arrived in Pittsburgh, during which members of my staff met with Mr. Maurizi to review the union's obligations under the order and the region's proposed method to resolve the difficult backpay issues and computations involved in this proceeding.

On June 8, 1982, I wrote to Mr. Maurizi a lengthy letter summarizing our discussions. As we advised Mr. Maurizi, we deemed it essential that the union immediately establish adequate recordkeeping procedures so that we could properly monitor the union's compliance. Prior to that time the union did not maintain any system of records by which it could be determined, on a retrospective basis, which individuals were applicants for employment, which individuals were referred, and to which employers they were referred on any given day.

The CHAIRMAN. Therefore, you are saying the union didn't keep any records in these areas?

Mr. KOBELL. Not until the court issued its judgment and it was enforced, and we began our compliance efforts.

The CHAIRMAN. Which was when?

Mr. KOBELL. The judgment was issued, as I indicated, in February 1982. We sent our initial compliance letters in March 1982, and the recordkeeping process began after our meetings with the union, which occurred in May and June 1982.

The CHAIRMAN. Well, in your opinion, is discrimination still going on in local 154?

Mr. KOBELL. We have processed numerous cases filed by various individuals alleging discrimination. Prior to June 1982 we had to place these cases in deferred status. Since the summer of 1982, once the recordkeeping system was established and the new computer or word processor was placed in operation by October 1982, we have been able to handle cases as they were filed rather than put them in deferred status.

We have investigated numerous cases. We have found some referrals which we believe were out of order or otherwise were discriminatory. The union has remedied those examples of what we believe were unlawful procedures employed in the hiring hall.

The CHAIRMAN. To your knowledge, has the Board approached the international union for a nationwide referral system, a uniform referral system nationwide?

Has the Board approached the international to institute a uniform nationwide referral system? Do you know, Mr. Higgins?

Mr. HIGGINS. No, sir, I don't know. There is nothing in the court's order, certainly, in the local 154 case that would mandate any kind of a nationwide referral system. I do know that the——

The CHAIRMAN. Well, it would seem to me it would mandate it if you found that it worked to be discriminatory in that particular local. It seems to me that one of the first things you want to do is get it so that it is a uniform system.

Mr. HIGGINS. Yes, sir, and I think we have done that. The order of the third circuit runs to local 154 and the processes——

The CHAIRMAN. And the international.

Mr. HIGGINS. However, there are no findings that the international was involved in an improper referral system nationwide. In fact, there have been no unfair labor practice charges filed making that kind of an allegation.

I do know that the international did direct local 154 to adopt the international's 8,000-hour system, and that was one of the elements that has gone into the development of this procedure now.

Mr. KOBELL. Similarly, Mr. Chairman, involving other unions as well, the operation of the hiring hall is normally conducted based upon local rules and procedures which are consistent with international rules as well, but questions of qualifications and methodology concerning referral, reapplication for employment, registration are normally subject to local bylaws and procedures.

The union, as I noted, Mr. Chairman, accepted our suggestion to purchase a computerized word processing apparatus, and did establish a system so that information could be fed into a terminal on a daily basis and records stored which could easily be retrieved. In this way, the regional office or an applicant for employment can now request and receive a listing of the status of any individual or an accounting of that individual's position on the out-of-work roster.

I understand that the word processor purchased by the union cost over $10,000. In addition, the union also remodeled and relocated its referral office within its premises to have greater accessibility for the referral process.

During our meetings with the union and its counsel, which continued over the summer, we also discussed our approach to the backpay questions in this case. We advised the union that since no records were available, we would survey as many individuals as possible who are employed in the boilermaker trade and who sought referral through the instrumentality of the local hiring hall during the backpay period. We advised the union that we would be comparing the earnings of the discriminatees with a sample group of members to determine gross backpay on a quarterly basis. This would then be reduced by interim earnings, as well as periods of unavailability for work.

The union advised us then that they would challenge any claim for substantial backpay, and would cross-examine each applicant with respect to skills, prior employment history, availability, search for work, as well as interim earnings, and the frequency with which they sought work at the union's hiring hall. We advised the union that we would be in touch with them as our compliance investigation continued, we would seek their assistance with respect to information from the international union, and trusted they would cooperate with us even though they would contest every substantial backpay claim.

In the meantime, in June 1982, we also invited the charging party and its counsel to a meeting in the regional office. On June 17, 1982, several members of the Boring family and others, with Mr. Crawford, came to the regional office, during which I summarized our approach to the mammoth backpay problems in this case. My statement summarizes in greater detail the methodology we outlined at that point.

The CHAIRMAN. Yes. What I would like you to do is just limit yourself basically to the Boring-Stockdill firings, because we have the rest of the document to look into.

Mr. KOBELL. Well, if I can, I will just finish the basic methodology involved in terms of the backpay case, which I think was mentioned by the committee as well.

The CHAIRMAN. All right.

Mr. KOBELL. We explained to the charging party our methodology, and explained the approach, and no one disagreed with us, with the method which we were going to undertake. We have, since that time, communicated further with the charging parties as well as with the union, to advise them as to our approach and our progress achieved with respect to the backpay issues. It is obviously a very large case in terms of locating, identifying, and interviewing possible backpay claimants during a very lengthy backpay period.

I understand, Mr. Chairman, that some of the backpay claimants have expressed concern over the length and depth of these interviews and the inconvenience of locating and examining records for a 5-year period. The regional office staff conducting the interviews has gone into great detail to be sure we will be able to substantiate the allegations of the backpay specification setting forth the amount of backpay due and owing to each discriminatee. We believe that thorough preparation is essential to successfully prosecuting these claims, and that when the proceeding is finally adjudicated the beneficiaries will be the discriminatees.

I know that the claimants are also experiencing a sense of frustration because they have not received any money 18 months after the court had issued its order. I believe, however, that once the backpay specification issues—which it will in the next few months—and we proceed, absent settlement, to trial, they will appreciate the procedures we have employed and our efforts expended. I know charging party's counsel undoubtedly understands the enormity of our tasks, since he has not complained concerning our approach or methodology.

Let me summarize where we are to date with respect to all the boilermaker cases. In summary, during the last 16 months we have achieved much to effectuate the policies of the National Labor Relations Act with respect to all of these proceedings. First, as I have noted, the union is now maintaining records by which the Board or any applicant for employment can determine who is available for employment, what is their placement on the referral register, which employees or individuals are being referred, and to which employers.

Second, inasmuch as we have investigated and dismissed many charges, I believe it is fair to say that we have in large measure, if not entirely, eliminated discrimination with respect to the operation of the hiring hall.

Third, we have laboriously and carefully identified individuals who may be entitled to receive backpay, and by our completion of the interview process we have preliminarily computed backpay. We expect, absent settlement, in the near future to issue the backpay specification.

Last, we have eliminated the uncertainty arising out of the placement of new charges in deferred status because of our inability then to conduct any investigation. The office, of course, stands ready as in the past to receive new charges, and we continue to monitor compliance with the court judgment.

My statement also includes a reference to Mr. Gower's testimony. Mr. Gower testified earlier to a statement by Mr. O'Connell. I have conferred with Mr. O'Connell, and he has no recollection of a conversation with Mr. Gower in which he indicated he wanted nothing to do with Mr. Gower and that he was tired of dealing with boilermaker complaints. I am frankly surprised at the allegation, for I know how hard Mr. O'Connell and our entire staff has worked on these cases and how committed he is to a successful and satisfactory resolution.

At the present time, as Mr. Higgins noted, there are at least four individuals who are assigned to investigate cases involving the boilermakers union, all of which are presented to the regional director for a decision. You may be assured that we will continue to investigate these cases as carefully as possible, and that the rights of all parties will be fully protected.

[The prepared statement of Mr. Kobell follows:]

STATEMENT OF GERALD KOBELL
REGIONAL DIRECTOR, REGION SIX, PITTSBURGH
NATIONAL LABOR RELATIONS BOARD

Mr. Chairman and Members of the Committee:

My name is Gerald Kobell and I am pleased to appear before the Committee to supplement Mr. Higgins' statement concerning the Pittsburgh Regional Office's casehandling activities with respect to Boilermakers Local 154.

I began serving as Regional Director in the Pittsburgh Regional Office on April 19, 1982, having been appointed to succeed Henry Shore who served the National Labor Relations Board and the United States Government with distinction for over 44 years, the last 34 of which as Regional Director. Mr. Shore was the Regional Director under whose supervision the charges filed by the Borings and others concerning Local Union 154 were initially investigated. The Complaint, dated August 31, 1978, was issued under his supervision, and under his capable direction, the matter was successfully presented by Counsel for General Counsel before an Administrative Law Judge and the Board. During this period of time, and while the matter was in litigation before the United States Court of Appeals for the Third Circuit, I served as Assistant General Counsel in Washington, D. C. with responsibility for the operation of the Board's Regional Offices in Buffalo, Cleveland, Detroit and Cincinnati as well as Pittsburgh.

The Court of Appeals issued the Order enforcing the Board's Order on February 22, 1982, just prior to my entry on duty as Regional Director. On March 15, 1982, the Acting Regional Director, by letter, communicated with the Respondent Union to review the Union's responsibility thereunder. The letter also enclosed a supply of Notices to Members to be posted at the Union's offices and hiring hall. In May 1982, as one of my first priorities, I communicated with counsel for Local 154, Mr. Maurizi, and requested a meeting in order to discuss compliance with the Court Judgment. A meeting was arranged for May 20, 1982, during which members of my staff met with Mr. Maurizi to review the Union's obligations under the Order and the Region's proposed method to resolve the difficult backpay issues and computations involved in this proceeding. On June 8, 1982, I wrote to Mr. Maurizi a lengthy letter summarizing our discussions. As we advised Mr. Maurizi, we deemed it essential that the Union immediately establish adequate record-keeping procedures so that we could properly monitor the Union's compliance. Prior to that time, the Union did not maintain any system of records by which it could be determined on a retrospective basis which individuals were applicants for employment, which individuals were referred and to which employers on any given day. The Union accepted our suggestion and on or about June 28, 1982, began publishing a daily work list prepared by hand on index cards. In addition, they purchased computerized or word processing equipment and established a system so that information could be fed into a terminal on a daily basis and records stored which could easily be retrieved. In this way, the Regional Office or an applicant for employment could request and receive a listing of the status of any individual or an accounting of the position of employees on the referral list.

By September 30, 1982, for the first time, a system was in operation which met the criteria set forth above, and enabled the Union, on October 6, 1982, to file its first quarterly report in compliance with the Court Judgment. Since then, these quarterly reports have continued to be timely filed. We understand that the word processor purchased by the Union cost in excess of $10,500. In addition, the Union relocated the referral office to make it more accessible and engaged an additional clerical employee.

During our meetings with the Union and its counsel which continued over the summer, we also discussed our approach to the backpay issues. We advised the Union that since no records were available, we would survey as many individuals as possible who were employed in the Boilermaker trade and who sought referral through the instrumentality of the Local 154 hiring hall during the backpay perion from October 10, 1977, until June 26, 1982. We advised the Union that we would be comparing the earnings of the discriminatees with a sample group of members to determine a gross backpay amount on a quarterly basis which then would be reduced by interim earnings as well as periods of unavailability for work. The Union advised us that they would challenge any claim for substantial backpay and they would cross-examine each applicant with respect to skill, prior employment history, availability and search for work as well as interim earnings and the frequency during which they sought work at the Union's hiring hall. We advised the Union that we would be in touch with them as our compliance investigation continued and that we would seek their assistance with respect to information from the International Union. The Union indicated they they would cooperate with us in this regard despite their intention to contest every substantial backpay claim.

In the meantime, in June 1982, we invited the Charging Party and its counsel to a meeting in the Regional Office. On June 17, 1982, several members of the Boring family and others accompanied by Attorney Thomas Crawford met with my staff and myself to discuss the status of compliance and our proposed plan to attack the backpay investigation and computation.

First, I reviewed with those assembled the steps the Union was taking to establish a record-keeping system, the need for which was well known to the Charging Parties who are regular users of the hiring hall. In addition, I advised those present that in view of the imminent installation of a system of records, the Region would attempt, from then on, to process charges against Local 154 as they were received rather than, as in the past, place them in deferred status to await compliance. As I explained, while the matter was pending before the Administrative Law Judge, the Board and the Courts, it would have been a waste of resources to litigate additional charges. Moreover, since the Union did not maintain any records, there was no alternative but to hold in abeyance new charges alleging further discrimination concerning nonmembers use of the hiring hall until the outcome of the then pending cases was known. Now that we have received the Court Judgment which the Union was bound to obey and the records were to be maintained, we would be in a position to investigate new charges as they were received and make a determination concerning their merit.

I also explained to Mr. Crawford and the Charging Parties that we were simultaneously going to embark on the compliance investigation in order to identify those individuals who were entitled to backpay and to determine how much money was due and owing to each discriminatee. Toward that end, we were using all available clerical assistance, including substantial overtime, to compile a list of thousands of names and addresses of individuals who at any time during the 4-3/4 year backpay period were employed within the territorial jurisdiction of Local 154. We also described the initial questionnaire which we intended to send to those individuals which would require very little time to complete so that we could identify as many claimants as possible. We anticipated that several hundred individuals would respond to whom we would send a more detailed questionnaire seeking information concerning skills, history of employment, availability for work, interim earnings and efforts to obtain employment through the Local's hiring hall. During this meeting, Mr. Crawford explained his view, with which we disagreed, that the Order covered members as well as nonmembers who suffered discrimination. We advised Mr. Crawford that in our view the Order protected members as well as nonmembers prospectively concerning discrimination but that the backpay group was limited to nonmembers. Stated otherwise, any individual, members and nonmembers alike, could file new charges concerning discriminatory referrals or a refusal to refer by Local 154 which will be fully investigated and, if deemed meritorious, absent settlement, prosecuted either before the Board or, if contemptuous of the Court Judgment, before the U. S. Court of Appeals. The only individuals, however, who were entitled to receive backpay because of previous discrimination pursuant to the case tried before the Administrative Law Judge and the Board and affirmed by the Court of Appeals were nonmembers.

During the meeting, we also explained that our search for possible claimants would also involve newspaper advertisements as well as requests set forth in the questionnaires that any person who saw the advertisement or received the questionnaire pass on information to friends and acquaintances that we were seeking individuals who may be entitled to backpay under the Board Order and Court Judgment. We told the

Charging Parties that we would communicate with them as our compliance efforts progressed. We also advised those assembled that once we identified these individuals in the class, we would be conducting personal interviews in order to establish the claimant's eligibility for backpay. The affidavits would include the information with respect to individual's training and experience as a boilermaker, the search for work through the hiring hall, availability and search for ultimate employment, as well as interim earnings. Interviews would also include a statement of additional expenses or benefits which the claimants lost because of discrimination against them. I also advised Mr. Crawford that, absent settlement, he was free to raise his contention that members as well as nonmembers were covered by the Court Judgment at any backpay hearing that would be conducted in this matter.

During the last year, as stated by Mr. Higgins, and in accordance with the course that I described to the parties.the Region sent out over 4500 questionnaires and spent hundreds of dollars advertising in the Pittsburgh Press and Pittsburgh Post-Gazette, the two Pittsburgh papers of general circulation. In addition, we scheduled appointments for over 200 interviews, many of which were cancelled by the alleged discriminatees. Despite these cancellations, we succeeded in interviewing 114 of the 118 individuals whose responses to the questionnaires indicated that they could possibly be included in the grouping of backpay claimints. We are continuing our efforts to contact the remaining 4 individuals and hope to interview them in the very near future. Most of these interviews were conducted in the Regional Office as most discriminatees live within a reasonable travelling distance of Pittsburgh. We did interview a number of individuals in their homes when they were unable to come to the office and a few were conducted by telephone. The backpay interviews and computations are particularly difficult since many of the discriminatees did not have adequate records concerning their employment during the lengthy backpay period. We have asked the discriminatees to request copies of their income tax returns from the Internal Revenue Service and we have asked the Social Security Administration for copies of their employment records. We are still waiting for some of these requests to be answered.

During the last year, we also requested and received authorization to purchase at Government expense a computerized report from the administrator of the Union's Pension and Welfare Fund setting forth the earnings of all individuals employed within the jurisdiction of Local 154 during the backpay period on a monthly as well as annual basis. My staff has spent many hours studying these Pension and Welfare reports and we have made a determination concerning a sample group of 213 employees whom we believe should be compared with the discriminatees in order to compute backpay. On July 26, 1983, we wrote to counsel for the Charging Parties and the Union advising them of our initial selection of the group of employees we believe constituted an appropriate sample for backpay purposes. We have since that time discussed alternate groupings as well as prepared computations concerning backpay and expect to issue a Backpay Specification within the next 90-120 days and, absent settlement, the matter will be presented to an Administrative Law Judge during the first half of 1984.

I understand that some of the backpay claimants have expressed concern over the length and depth of these interviews and the inconvenience of locating and examining records covering a 5-year period. The Regional Office staff conducting the interviews has gone into considerable detail to be sure that we will be able to substantiate the allegations of the Backpay Specification setting forth the amount of backpay due and owing for each discriminatee. We believe that thorough preparation is essential to successfully prosecuting these claims, and that when the proceeding is finally adjudicated, the beneficiaries of our efforts will be the discriminatees.

I also know that the claimants are experiencing a sense of frustration because they have not received any money, eighteen months after the Court issued its Order. I believe, however, that once the Backpay Specification issues, and we proceed, absent settlement, to trial, they will appreciate the procedures employed and the efforts expended. Charging Parties' counsel, Mr. Crawford, undoubtedly understands the enormity of our tasks, since he has not complained to us, and has not disagreed with out methodology.

As the Committee is already aware, through other testimony, during the last 16 months under my supervision, the Region has processed 115 new charges alleging that the Union and various Employers violated the Act through the Union's alleged unlawful operation of its hiring hall. These charges were fully investigated and except for a few instances, 3 of which I will discuss briefly, were found to have no merit. The charges were either voluntarily withdrawn by the Charging Party or dismissed and appeal denied by the Office of Appeals in Washington after a careful de novo review of the entire file. The Union agreed to voluntarily settle the 3 cases described below as well as 2 others of a lesser nature which we deemed to be meritorious. In the first, the Union was alleged to have operated its referral system improperly by virtue of its failure to place an applicant who attempted to register by mail on its out-of-work list. When we informed the Union of the situation, the Union voluntarily resolved the matter and placed the individual on the out-of-work list in his rightful position.

In the second, the Union dispatched 30 welders and 10 mechanics despite the employer's request for 20 welders and 20 mechanics. Even though the Union denied any wrongdoing and contended that the original order by the employer was changed, it agreed to pay backpay to those individuals who suffered loss of wages as a result of those referrals. In the third, the Union was alleged to have neglected to mail its official union bulletin to all registrants. While the failure to mail its Union bulletin was not found to be a violation, we sought, and the Union agreed, that it would mail notice of any changes in its referral rules to all registrants.

In summary, we have, during the last 16 months, achieved much to effectuate the policies of the National Labor Relations Act with respect to these proceedings. First, as I have noted, the Union is now maintaining records by which the Board or any applicant for employment can determine who is available for employment, what is their placement on the referral register, which employees or individuals are being referred, and to what employers. Second, inasmuch as we have investigated and dismissed charges, I believe it is fair to say that we have, in a large measure, if not entirely, eliminated discrimination with respect to the operation of the hiring hall. Third, we have laboriously and carefully identified individuals who may be entitled to receive backpay and by completion of the interview process and lengthy computations have preliminarily computed backpay. We expect, absent settlement, in the near future to issue the Backpay Specification. Lastly, we have eliminated the uncertainty rising out of the placement of new charges in deferred status because of our inability to conduct any investigation. The office, of course, continues as in the past to stand ready to receive new charges and to continue to monitor compliance with the Court Judgment.

Finally, with respect to Mr. Gower's testimony concerning a conversation with Mr. O'Connell, I have conferred with Mr. O'Connell and he has no recollection of a conversation with Mr. Gower in which he indiciated that he wanted nothing to do with Mr. Gower or that he was tired of dealing with Boilermaker complaints. I am surprised at the allegation of Mr. Gower because I know how hard Mr. O'Connell has worked on these cases and how committed he is to the successful and satisfactory resolution. At the present time, there are at least 4 individuals who are assigned to investigate cases involving the Boilermakers Union all of which are presented to the Regional Director for decision. You may be assured that we will continue to investigate these cases as carefully as possible and that the rights of all parties will be fully protected.

The CHAIRMAN. I forgot to swear both of you in. Why don't we just do that?

Do you solemnly swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

Mr. HIGGINS. I do.

Mr. KOBELL. I do.

The CHAIRMAN. Thank you.

I presume that your statements contain the truth. Is that correct?

Mr. HIGGINS. Yes, sir.

Mr. KOBELL. Yes, sir.

The CHAIRMAN. OK. Now let me ask a few questions about the Boring and Stockdill firings. Mr. Kobell, as I understand you ruled against the complainants on January 28, 1983, and your decision was upheld by the General Counsel's Office in Washington on March 21, 1983. Is that correct?

Mr. KOBELL. I believe so.

The CHAIRMAN. OK. We will enter NLRB exhibits 1 and 2, which consist of the two decisions.

[NLRB exhibits Nos. 1 and 2 follow:]

NLRB Document #1

NATIONAL LABOR RELATIONS BOARD
REGION 6
1501 William S. Moorhead Federal Building, 1000 Liberty Avenue
Pittsburgh, PA 15222 Telephone (412) 644-2977

January 28, 1983

Re: Sauer Industrial Contracting, Inc. and
West Penn Power Company, Joint Employers
Case 6-CA-15950
Boilermakers Local 154, AFL-CIO
Case 6-CB-5888

Mr. Gary W. Boring
429 Water Street
Indiana, PA 15701

Dear Mr. Boring:

The above-captioned cases, charging violations under Section 8 of the National Labor Relations Act, as amended, have been carefully investigated and considered.

As a result of the investigation, it does not appear that further proceedings on the charges are warranted inasmuch as there is insufficient evidence of violations. I am, therefore, refusing to issue complaints in these matters. A written summary report of the basis for my conclusions has been requested and, accordingly, I am attaching one hereto.

Also, please note the attachments setting forth the procedure for filing an appeal and for the mailing of a Notice of Appeal in the event that you file an appeal.

Very truly yours,

Gerald Kobell
Regional Director

Attachments

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

cc: Page 2.

cc:
William A. Lubbers, General Counsel
National Labor Relations Board
Washington, DC 20570

Thomas A. Crawford, Esquire
Suite 500, Triangle Bldg.
701 Smithfield Street
Pittsburgh, PA 15222

Sauer Industrial Contracting, Inc.
46th & Hatfield Street
Pittsburgh, PA 15201

West Penn Power Company
Cabin Hill
Greensburg, PA 15601

William Bevan, III
Reed Smith Shaw & McClay
P.O. Box 2009
Pittsburgh, PA 15230

Boilermakers Local 154, AFL-CIO
1221 Banksville Road
Pittsburgh, PA 15216

Joseph M. Maurizi, Esquire
Balzarini Walsh & Maurizi
3303 Grant Bldg.
Pittsburgh, PA 15219

kmc

January 28, 1983

SAUER INDUSTRIAL CONTRACTING, INC. AND
WEST PENN POWER COMPANY, JOINT EMPLOYERS
Case 6-CA- 15950
BOILERMAKERS LOCAL 154, AFL-CIO
Case 6-CB-5888

SUMMARY REPORT

The evidence related to your allegation against Boilermakers Local 154 concerning your referral to the night shift on the jobsite disclosed that the referral was not arbitrary in nature. Boilermakers Local 154 representatives unsuccessfully attempted to contact you for referral to the day shift but, by the time they were finally able to reach you, the day shift had been filled and they were forced to assign you to the second shift.

With respect to your allegation that Sauer Industrial Contracting, Inc. and West Penn Power Company, as joint employers, illegally terminated you because you engaged in protected activity and were influenced in their decision by Boilermakers Local 154, the investigation revealed that you engaged in limited protected activity on this particular jobsite. Moreover, there was no evidence of animus directed against you and, more significantly, the employee of West Penn Power that reported your alleged poor performance, which resulted in your termination, had no reason to cause your termination for illegal purposes. Nor was there any other evidence to show that said individual was motivated by any reason proscribed by the Act.

You further alleged that Boilermakers Local 154 did not properly represent you after you were terminated and, subsequently, discriminatorily suspended you from the out-of-work list for a period of 15 days. In this regard, the evidence revealed that the Union conducted an investigation relative to your termination and made a reasonable decision not to proceed. The evidence also disclosed that your suspension from the out-of-work list was not disparate treatment by Local 154 because, as you may have been incorrectly informed, Michael Gaultieri did not quit his job at Sauer Industrial Contracting but, instead, was laid off from this jobsite. Therefore, in view of this situation, the Union was merely enforcing the contractual requirements and was not acting in a capricious, invidious or discriminatory manner.

FORM NLRB-[illegible]

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

PROCEDURES FOR FILING AN APPEAL

Pursuant to the National Labor Relations Board Rules and Regulations you may obtain a review of this action by FILING AN APPEAL WITH THE GENERAL COUNSEL of the National Labor Relations Board, Washington, D.C. 20570, AND A COPY WITH ME. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal must be received by the General Counsel in Washington, D.C. by the close of business on FEB 10 1983. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

If you file an appeal, please complete the notice forms enclosed with the attached letter and send one copy of the form to each of the other parties whose names and addresses are listed. The notice forms should be mailed at the same time you file the appeal, but mailing the notice forms does not relieve you of the necessity for filing the appeal itself with the General Counsel and a copy of the appeal to me within the time stated above.

NLRB Document #2

NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

March 21, 1983

Re: Sauer Industrial Contracting, Inc.
& West Penn Power Company, Joint Employers
Case No. 6-CA-15949

Boilermakers Local 154, AFL-CIO
Case No. 6-CB-5887✓

Sauer Industrial Contracting, Inc. &
West Penn Power Company, Joint Employers
Case No. 6-CA-15950

Boilermakers Local 154, AFL-CIO
Case No. 6-CB-5888

Thomas A. Crawford, Jr., Esq.
Suite 500, Triangle Building
701 Smithfield Street
Pittsburgh, Pennsylvania 15222

Dear Mr. Crawford:

Your appeal from the Regional Director's refusal to issue complaint in the captioned cases has been duly considered.

The appeal is denied. Substantially for the reasons set forth in the Summary Reports attached to the Regional Director's letters of January 28, 1983, and under all the circumstances, the burden could not be met of establishing that the Employer (either jointly or singularly) violated the Act, as alleged. Contrary to your contention on appeal, the fact that Sauer may have accommodated employees on occasion by treating their "quits" as "layoffs" does not establish that the Union, by recognizing such layoffs in administering its referral rules, treated Boring and Stockdill disparately by suspending them for 15 days from any referral because of their discharges in accordance with its By-laws. In particular regard to your contention on appeal concerning the

Union's handling of their grievances, contrary to the circumstances found in Service Employees Int'l Union, Local 579 (Beverly Manor Convalescent Center), 229 NLRB 692, the Union made some inquiry into the proferred reasons for discharging them, and it could not be said that its acceptance of the basis for Sauer's action was based upon any consideration unlawful under the Act.

Accordingly, further proceedings herein were deemed unwarranted.

Very truly yours,

William A. Lubbers
General Counsel

By Mary M. Shanklin
Mary M. Shanklin, Director
Office of Appeals

cc: Director, Region 6

Sauer Industrial Contracting, Inc., 46th & Hatfield Street, Pittsburgh, Pennsylvania 15201

West Penn Power Company, Cabin Hill, Greensburg, Pennsylvania 15601

William Bevan, III, Reed, Smith, Shaw & McClay, Post Office Box 2009, Pittsburgh, Pennsylvania 15230

Boilermakers Local 154, AFL-CIO, 1221 Banksville Road, Pittsburgh, Pennsylvania 15216

Joseph M. Maurizi, Esq., Balzarini, Walsh & Maurizi, 3303 Grant Building, Pittsburgh, Pennsylvania 15219

Mr. Robert Paul Stickdill, R. D. #1, Box 54, Ford City, Pennsylvania 16226

Mr. Gary W. Boring, 429 Water Street, Indiana, Pennsylvania 15701

NATIONAL LABOR RELATIONS BOARD
REGION 6
1501 William S. Moorhead Federal Building, 1000 Liberty Avenue
Pittsburgh, PA 15222 Telephone (412) 644-2977

January 28, 1983

Re: Sauer Industrial Contracting, Inc. and
West Penn Power Company, Joint Employer
Case 6-CA-15949
Boilermakers Local 154, AFL-CIO
Case 6-CB-5887

Mr. Robert Paul Stockdill
R.D. #1, Box 54
Ford City, PA 16226

Dear Mr. Stockdill:

The above-captioned cases, charging violations under Section 8 of the National Labor Relations Act, as amended, have been carefully investigated and considered.

As a result of the investigation, it does not appear that further proceedings on the charges are warranted inasmuch as there is insufficient evidence of violations. I am, therefore, refusing to issue complaints in these matters. A written summary report of the basis for my conclusions has been requested and, accordingly, I am attaching one hereto.

Also, please note the attachments setting forth the procedure for filing an appeal and for the mailing of a Notice of Appeal in the event that you file an appeal.

Very truly yours,

Gerald Kobell
Regional Director

Attachments

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

cc: Page 2.

cc:
William A. Lubbers, General Counsel
National Labor Relations Board
Washington, DC 20570

Thomas A. Crawford, Esquire
Suite 500, Triangle Bldg.
701 Smithfield Street
Pittsburgh, PA 15222

Sauer Industrial Contracting, Inc.
46th & Hatfield Street
Pittsburgh, PA 15201

West Penn Power Company
Cabin Hill
Greensburg, PA 15601

William Bevan, III
Reed Smith Shaw & McClay
P.O. Box 2009
Pittsburgh, PA 15230

Boilermakers Local 154, AFL-CIO
1221 Banksville Road
Pittsburgh, PA 15216

Joseph M. Maurizi, Esquire
Balzarini, Walsh & Maurizi
3303 Grant Bldg.
Pittsburgh, PA 15219

kmc

SAUER INDUSTRIAL CONTRACTING, INC. AND
WEST PENN POWER COMPANY, JOINT EMPLOYERS
Case 6-CA-15949
BOILERMAKERS LOCAL 154, AFL-CIO
Case 6-CB-5887

January 28, 1983

SUMMARY REPORT

The evidence related to your allegation against Boilermakers Local 154 concerning your referral to the night shift on the jobsite disclosed that the referral was not arbitrary in nature. Boilermakers Local 154 representatives unsuccessfully attempted to contact you for referral to the day shift but, by the time they were finally able to reach you, the day shift had been filled and they were forced to assign you to the second shift.

With respect to your allegation that Sauer Industrial Contracting, Inc. and West Penn Power Company, as joint employers, illegally terminated you because you engaged in protected activity and were influenced in their decision by Boilermakers Local 154, the investigation revealed that you engaged in limited protected activity on this particular jobsite. Moreover, there was no evidence of animus directed against you and, more significantly, the employee of West Penn Power that reported your alleged poor performance, which resulted in your termination, had no reason to cause your termination for illegal purposes. Nor was there any other evidence to show that said individual was motivated by any reason proscribed by the Act.

You further alleged that Boilermakers Local 154 did not properly represent you after you were terminated and, subsequently, discriminatorily suspended you from the out-of-work list for a period of 15 days. In this regard, the evidence revealed that the Union conducted an investigation relative to your termination and made a reasonable decision not to proceed. The evidence also disclosed that your suspension from the out-of-work list was not disparate treatment by Local 154 because, as you may have been incorrectly informed, Michael Gaultieri did not quit his job at Sauer Industrial Contracting but, instead, was laid off from this jobsite. Therefore, in view of this situation, the Union was merely enforcing the contractual requirements and was not acting in a capricious, invidious or discriminatory manner.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

PROCEDURES FOR FILING AN APPEAL

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6-3(b)

NATIONAL LABOR RELATIONS BOARD
REGION 6
1501 William S. Moorhead Federal Building, 1000 Liberty Avenue
Pittsburgh, PA 15222
Telephone (412) 644-2977

November 26, 1982

International Brotherhood of
Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers and Helpers
Local 154, AFL-CIO
1221 Banksville Road
Pittsburgh, Pa. 15216

Re: Boilermakers, Local 154, AFL-CIO
(Sauer Industrial Contracting, Inc.
and West Penn Power, Joint Employers)
Case 6-CB-5837

Gentlemen:

A charge has been filed with this office alleging that you have engaged and are engaging in unfair labor practices within the meaning of the National Labor Relations Act, as amended. A copy of the charge is herewith served upon you. Also enclosed is a copy of Form NLRB-4541, pertaining to our investigative and voluntary adjustment procedures.

Attention is called to your right, and the right of any party to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the Courts. In the event you choose to have a representative appear on your behalf, please have your representative complete "Notice of Appearance" Form NLRB-4701 and Form NLRB-4813, if desired, and forward promptly to this office.

You are requested to submit promptly a complete written account of the facts and a statement of your position in respect to the allegations set forth in the charge. All communications and submissions should be made to the Board Agent indicated below.

Your cooperation with this office is invited so that all facts of the case may be considered.

cc:
J. M. Maurizi, Esquire
Balzarini, Walsh & Maurizi
3303 Grant Building
Pittsburgh, Pa. 15219

Very truly yours,

Edward A. Grupp
~~XXXXXXXXXXXXX~~
Acting
Gerald Kobell
Regional Director

Enclosures
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Case assigned to: Mr. Clyde G. Graham

Agent's telephone number: (412) 644-5901

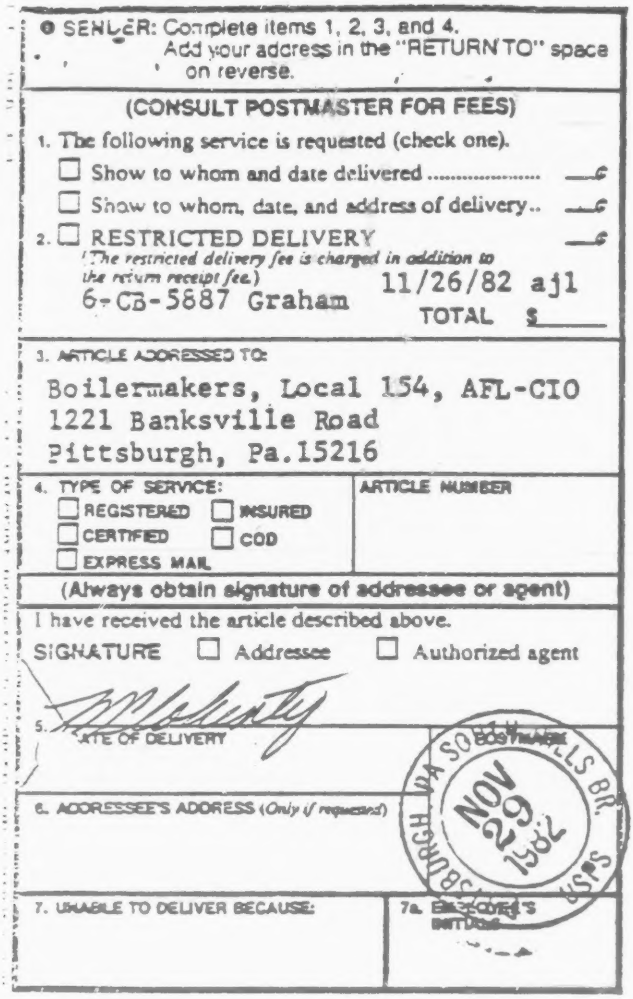
I certify that I served the above-referred to charge on the above date post paid certified mail on the addressee named above, together with a transmittal letter of which this is a true copy.

Anna J. Lorenz

Subscribed and sworn to before me this 26th day of November, 1982

Designated Agent

CERTIFIED MAIL NO:
Signed by:
Date:



● SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
   - ☐ Show to whom and date delivered .... ___¢
   - ☐ Show to whom, date, and address of delivery.. ___¢
2. ☐ RESTRICTED DELIVERY ___¢

(The restricted delivery fee is charged in addition to the return receipt fee.)

6-CB-5887 Graham 11/26/82 ajl

TOTAL $ ____

3. ARTICLE ADDRESSED TO:

Boilermakers, Local 154, AFL-CIO
1221 Banksville Road
Pittsburgh, Pa. 15216

4. TYPE OF SERVICE:
   - ☐ REGISTERED ☐ INSURED
   - ☐ CERTIFIED ☐ COD
   - ☐ EXPRESS MAIL

ARTICLE NUMBER

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY

POSTMARK

PITTSBURGH, PA SOUTH HILLS BR.
NOV 29 1982
USPS

6. ADDRESSEE'S ADDRESS *(Only if requested)*

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

FORM NLRB-508
(6-75)

FORM EXEMPT UNDER
44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 6-CB-3887

Date Filed 11-23-82

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 154, AFL-CIO

b. Union Representative to Contact Fred Gualtieri, Business Manager

c. Phone No. 343-3072

d. Address (Street, city, State and ZIP code) 1221 Bankeville Road, Pittsburgh, Pennsylvania 15216

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) and 8(b)(2) (List Subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about November 15, 1982, and at all times thereafter, the above-named labor organization, by its officers, agents and representatives, has restrained and coerced employees of Sauer Industrial Contracting, Inc., and West Penn Power in the exercise of the rights guaranteed in Section 7 of the Act.

On or about November 15, 1982, and at all times thereafter, the above-named labor organization, by its officers, agents and representatives, improperly referred and caused or attempted to cause Sauer Industrial Contracting, Inc. and West Penn Power, employers to terminate the employment of Robert Paul Stockdill in violation of Section 8(a)(3) of the Act.

3. Name of Employer Sauer Industrial Contracting, Inc. and West Penn Power, Joint Employers

4. Phone No.

5. Location of Plant Involved (Street, city, State and ZIP code) Hatfield Power Station, West Penn Power, Masontown, Pennsylvania 15461

6. Employer Representative to Contact Doug Schenk, Ernie Sauer

7. Type of Establishment (Factory, mine, wholesaler, etc.) non-retail

8. Identify Principal Product or Service Contracting

9. No. of Workers Employed

10. Full Name of Party Filing Charge Robert Paul Stockdill

11. Address of Party Filing Charge (Street, city, State and ZIP code) R.D. #1, Box 54, Ford City, Pennsylvania 16226

12. Telephone No. 412/763-1704

13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Robert Paul Stockdill (Signature of representative or person making charge)

An Individual (Title or office, if any)

Address R.D. #1, Box 54
Ford City, PA 16226

412/763-1704 (Telephone number)

November 23, 1982 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

NLRB-2151
(6-68)

NATIONAL LABOR RELATIONS BOARD

TRANSMITTAL SLIP

DATE

TO:

ROOM NO.

FROM:

ROOM NO.

☐ NOTE AND FILE
☐ NOTE AND RETURN TO ME
☐ RETURN WITH MORE DETAILS
☐ NOTE AND SEE ME ABOUT THIS
☐ PLEASE ANSWER
☐ FOR YOUR APPROVAL
☐ PREPARE REPLY FOR MY SIGNATURE
☐ TAKE APPROPRIATE ACTION
☐ PER YOUR REQUEST
☐ SIGNATURE
☐ FOR YOUR INFORMATION
☐ INVESTIGATE AND REPORT

COMMENTS

Affidavits, correspondence and other pertinent information is contained in 6-CA-15949 and 6-CA-15950.

Case No. 6-CB-5887 Name International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 154, AFL-CIO
(Sauer Industrial Contracting, Inc. and West Penn Power Joint Employers)
"C CASE"

PARTIES' ADDRESSES AND TELEPHONE NUMBERS*

CHARGED PARTY
Tel. No.
International Brotherhood of Boilermakers, Iron
Shipbuilders, Blacksmiths, Forgers and Helpers, Local
154, AFL-CIO
1221 Banksville Rd
Pgh, Pa 15216

CHARGED PARTY ATTORNEY
Tel. No.
Joseph M Maurizi, Esq
Balzarini, Walsh + Maurizi
3303 Grant Bldg
Pgh, Pa 15219

OTHER (Specify Status)
Tel. No.

- -

CHARGING PARTY
Tel. No.
Robert Paul Stockdale
RD#1, Box 54
Ford City, Pa 16226

CHARGING PARTY ATTORNEY
Tel. No.
Thomas A. Crawford, Esq
Suite 500, Triangle Bldg
701 Smithfield St
Pgh, Pa 15222

OTHER (Specify Status)
Tel. No.

- -

form must be accurate and kept current as it will be utilized for the service
nal papers and other correspondence.

CONTACT LOG*

Case No. 6-CB-5887 Case Name International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 154, AFL-CIO (Sauer Industrial Contracting, Ind and West Penn Power, Joint Employers)

Agent Assigned ______ Date Filed 11/23/82

DATE & TIME	PERSON CONTACTED AND RESULTS: (Indicate CP, R or N for Charging Party, Respondent or Neutral witness)
	( )
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*All attempts to contact parties and witnesses should be recorded immediately. Any substantive information must be documented in a file memo or affidavit.

Form NLRB-4549
(12-67)

INFORMATION TO CHARGING PARTY
ON REASONS FOR PROPOSED DISMISSAL

Case Name: Boilermakers Local 154

Case No.: 6-CB-5887

Regional determination 1/13/83 (date) to dismiss, absent withdrawal.

Reason Code No. 68 (See reverse)

Was contact with charging party ☒, his attorney ☒ ?

Were the reasons for proposed dismissal in absence of withdrawal given in detail?

☐ No ☒ Yes, on 1/17/83 (date) ☐ In person ☒ By telephone ☐ In writing

Reasons Given: (Unless included in dismissal letter)

FOIA CODE 68

On refusal to withdraw, was the charging party ☒, attorney ☒, informed, pursuant to outstanding instructions, that a summary report setting forth the reasons for dismissal would be included in the dismissal letter unless charging party or his attorney specifically stated no such report was desired? ☒ Yes ☐ No

If not, why?

Was the offer of a summary report in dismissal letter rejected by charging party ☒ or attorney ☒? ☐ Yes ☒ No

Was the charging party ☒, his attorney ☒, informed that the charged party would receive a copy of the dismissal letter? ☒ Yes ☐ No

Clyde G. [illegible]
Board Agent

	WITHDRAWAL SOLICTED Code 1 WITHDRAWAL UNSOLICITED Code 2	CASE CLOSED Prior to or early in investigation Code 1 After substantial investigation Code 2 After completion of investigation Code 3	SUBSTANTIALLY ALL CHARGING PARTY'S WITNESSES CONTACTED Code 1 - Yes Code 2 - No	SUBSTANTIALLY ALL RESPONDENT'S WITNESSES CONTACTED Code 1 - Yes Code 2 - No
Enter Codes→	1	3	1	1

CODE	REASON
04	Uncorrected deficiency of charge, section numbers, parties named, etc.
06	Charge filed after 6 month 10(b) period
10	Jurisdiction - Employer not subject to Act - Sec. 2(2)
11	Juris - Labor organization - members not employees within meaning of the Act
12	Juris - Employees - not covered by Act - Sec. 2(3)
13	Juris - Statutory - no interstate commerce, or it is de minimis
14	Juris - Board policy exclusion - race track, hospital, etc.
15	Juris - Board's dollar-volume commerce standards not met
20	Respondent no longer in business; no basis for proceeding
21	Respondent's operations moved (withdrawals only)
28	8(b)(7) not to be processed - expedited election directed
30	Discharge for failure to pay dues under valid union security agreement
31	Employees engaged in unprotected activity
33	Employee status lost, incl. by operation of Sec. 8(d)
34	Discharge for cause - other
35	Union disclaimed interest in employees, or is not their representative (Sec. 8(b) cases)
37	Valid impasse reached on mandatory subject of bargaining
38	Subject of bargaining refusal was non-mandatory or waived by parties
40	Proviso to Sec. 8(a)(2) or 9(a) permits direct adjustment of grievances
41	8(b)(4)(B) proviso - strike or picketing was primary
42	8(b)(4)(D) - employer failing to conform to Board order assigning work
43	8(b)(4) proviso - lawful refusal to enter struck premises
44	8(b)(4) proviso - lawful protest, or publicity not constituting picketing
45	8(b)(7) - picketing by majority union, or merit 8(a)(5) or 8(a)(2)
46	Informational picketing privileged - 8(b)(7)(C) proviso
47	Construction industry exemption - Sec. 8(e), 1st. proviso
48	Garment industry exemption - Sec. 8(e), 2nd proviso
49	Construction industry exemption - Sec. 8(f)
55	Free speech protected - Sec. 8(c)
66	Allegations lack legal merit
68	Insufficient evidence of discrimination, animus or bad faith
69	Insufficient evidence to support allegations - all other

NOTE: Do not use any code below, UNLESS no code above applies.

70	Policy decision: Further proceedings not warranted; e.g., isolatedness
80	Will handle in other (CA) case
81	Will handle in other (CB) case
82	Will handle in other (CC) case
83	Will handle in other (CD) case
84	Will handle in other (CE) case
85	Will handle in other (CP) case
86	Will handle in other (R or UD) case
88	Will handle in other (UC or AC) case
93	To be handled by state agency
95	To be handled by non-Board method agreed on by parties - e.g., arbitration
97	Lack of cooperation by charging party (dismissal)
98	Charging party does not wish to proceed, though no reason above is applicable, case not set for dismissal
99	Other (footnote)

NATIONAL LABOR RELATIONS BOARD
REGION 6
1501 William S. Moorhead Federal Building, 1000 Liberty Avenue
Pittsburgh, PA 15222 Telephone (412) 644-2977

6-2

November 26, 1982

Re: Boilermakers Local 154, AFL-CIO
(Sauer Industrial Contracting, Inc.
and West Penn Power, Joint Employers)
Case 6-CB-5887

Mr. Robert Paul Stockdill
R. D. #1, Box 54
Ford City, Pa. 16226

Dear Mr. Stockdill:

We wish to acknowledge receipt of your Charge involving the above-entitled matter.

Very truly yours,

Edward A. Grupp
G[illegible]
Acting Regional Director

CASE ASSIGNED TO	TELEPHONE NUMBER
Mr. Clyde G. Graham	(412) 644-5981

(C)

ASSIGNMENT MEMO

CASE NAME INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS LOCAL 154, AFL-CIO (Sauer Industrial Contracting, Inc. and West Penn Power, Joint Employers)

Masontown, PA 15461
Location

CASE NO. 6-CA-15949 and 6-CB-5887

11-23-82
Date

FROM: Mr. Hostler

TO: GROUP SUPERVISOR ____________________

TO: BOARD AGENT ____________________

DATE TO BE COMPLETED: ________________

cc: Group Supervisor
Board Agent

6-16

PRIOR CASE SHEET

Name of Employer and Case No.

International Brotherhood of Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers and Helpers, Local 154, AFL-CIO
~~(Sauer Industrial Contracting, Inc. and West Penn Power, Joint~~ Employers)
6-CB-5887 (c-6-CA-15949)

PENDING CASES:

Case No.	Allegations	Date Filed	Board Agent
6-CA-15949	8(a)(1)(3)	11-23-82	?
6-CB-5886	8(a)(1)(A)(2)	11-23-82	?
6-CA-15885	8(a)(1)(3)(4)	10-29-82	McDermott
6-CA-14318	8(a)(1)(3)	3-5-81	Davis
6-CA-14323	8(a)(1)(2)(3)(4)&(5)	3-3-81	Davis

CLOSED CASES: Many

Case No.	Allegations	Disposition	Closed	Board Agent

Abeyance Letter? YES________ NO________

Intervenor Letter? INCUMBENT ________ NON-INCUMBENT________

Other Instructions:-

The **Chairman**. Mr. Kobell, on December 29, 1982, Mr. Alfred R. Beardsley, general trade superintendent of the Sauer Industrial Contracting Co., the contractor at the Hatfield Power Station, wrote you that Messrs. Boring and Stockdill were terminated for insubordination and poor workmanship. He said they demanded 10 minutes out of every hour for personal time.

Now both men have denied that they took hourly breaks, and they say that they took only those breaks that the rest of the crew took. Do you have any evidence to the contrary?

[NLRB exhibit No. 3 follows:]

NLRB Document #3

SAUER
Industrial Contracting, Inc. 46TH & HATFIELD STREETS • PITTSBURGH, PENNSYLVANIA 15201 • 412/687-4100

December 29, 1982

National Labor Relations Board
Region 6
1501 Wm. Moorehead Federal Bldg.
1000 Liberty Avenue
Pittsburgh, PA 15222

Attention: Mr. Clyde Graham

RE: Case #6-CA-15950

Gentlemen:

The reason these men were terminated was not for one point in their charge. The reason they were terminated was for insubordination and poor workmanship.

They are not going to come in on my job and coerce and threaten my people in supervision. They are not coming on my job and slow the progress of it by constantly trying to convince fellow workers that we run our work poorly and under unsafe conditions. Sauer does not have this reputation.

They spent the greater part of their time on the job standing around looking for things to complain about. They complained about unsafe conditions, but did not a damn thing to remedy these so-called situations.

They demanded ten minutes out of every hour for "personal time." I wonder if you or I could demand that? Their constant poor attitude and constant lack of cooperation not only influenced their job duties, but reflected on the other men as well.

When the power company's employee who is responsible for progress of the job, tells us of these two not working and our own supervision know this also, we have no recourse but to get rid of them.

I feel these men were justifiably terminated. Sauer, as a contractor, has an agreement to pay these men a good wage for the work they do. They, as craftsmen, also have an agreement to honestly earn that wage. They not only did not want to earn that wage, but tried to impede others from earining theirs.

continued....

SAUER
Industrial Contracting Inc

Page Two
National Labor Relations Board
December 29, 1982

I have enclosed a letter from the Coordinator for the power company. Although it is not his responsibility or priviledge to terminate a contractor's employee, he does have the responsibility to tell our supervision if the work is satisfactorily progressing. If it is not progressing, it is up to Sauer, as a capable contractor, to find out what the problems are and how to remedy them. In this case, we did just that. For that reason, and no other, were these men terminated.

Sincerely,

SAUER INDUSTRIAL CONTRACTING, INC.

Alfred R. Beardsley

Alfred R. Beardsley
Gen. Trade Superintendent

Enclosure
ARB/cah

3. You took affidavits from three of the other four workers on this job and got a statement from the fourth worker, who would not give you an affidavit. Did any of them allude to these excessive breaks?

A: No.

4. As a matter of fact. Mr. Thomas Cox stated in his affidavit that "I never recall either Boring or Stockdill saying anything... about any type of break every hour." Am I quoting Mr. Cox correctly?

A: Yes.

5. Mr. Beardsley also complained to you, Mr. Kobell, that Messers. Boring and Stockdill "complained about unsafe conditions." Is this not a legitimate complaint?

A: ?

6. Regarding the safety of that scaffold, it certainly would appear to me that it was unsafe. What are your views about that in retrospect?

A: ?

7. Do you think you looked far enough into this matter to determine whether the scaffold was safe or not, or whether company mismanagement accounted for the delays? I would submit from a review of the file that you did not look very thoroughly at the safety problem.

A: ?

8. Let us look for a moment at the affidavits of Boring's and Stockdill's coworkers. First, the two gentlemen on the bottom of the rig. Mr. Joseph C. Walters states in his affidavit of March 1, 1983, that on several occasions, material that he and Edward Lawrence handed through the manhole up to Boring and Stockdill was backlogged. But, he didn't know whether this was the fault of Boring and Stockdill or the men above them. Is that a fair characterization of his statement?

A: ? (Enter as NLRB document #4)

Mr. **Kobell**. The decision did not turn on whether or not they claimed——

The **Chairman**. Just answer that. Do you have any evidence to the contrary on that?

Mr. **Kobell**. I believe the file reflects testimony of individuals, statements of individuals, who said that they claimed a right of a 10-minute break every hour. I believe Mr. Boring adverted to that earlier in the testimony but never finished the description of how that claim came to light.

The **Chairman**. Now you say your file contains some statements from people who say that Mr. Boring and Mr. Stockdill claimed the right to have a 10-minute coffeebreak every hour on the hour?

Mr. **Kobell**. There was discussion on the jobsite, and Mr. Boring adverted to it earlier, about a 10-minute break. There is——

The **Chairman**. Was that an every hour 10-minute break, discussion of that, or was it just a discussion of having coffeebreaks?

Mr. **Kobell**. Since the case did not turn on that issue, we never determined whether they, as a matter of right, followed through on that issue. The case turned on West Penn Power coordinator Sauer's complaints about Mr. Boring not working.

The **Chairman**. Fine, but I want to go step by step here. What you are saying is that you have nothing to rebut their testimony made here today with regard to that issue. They said that they did not claim a 10-minute coffeebreak every hour. I don't know how any workman could claim that, I mean, any union workman or anybody could claim that. Now do you have any evidence to the contrary, to rebut that statement?

Mr. **Kobell**. The evidence is that they were seen on numerous occasions by the West Penn Power Co. coordinator not working. Whether those incidents were part of a 10-minute break every hour——

The **Chairman**. You don't know.

Mr. **Kobell** [continuing]. I don't know.

The **Chairman**. OK, so you have no evidence to rebut what they said here today, that they did not make any claim for 10-minute coffeebreaks every hour.

Mr. **Kobell**. I indicated that the file reflects that there was discussion about a possible right to a 10-minute work break. However, the discharge was based upon West Penn Power's——

The **Chairman**. Allegations that——

Mr. **Kobell**. That they were not working sufficiently during the workday.

The **Chairman**. OK. Can you show us in your file where that discussion took place, or show us what you are referring to? Show us documentarily who said it, where it was said, what was said.

Mr. **Kobell**. The file reflects that——

The **Chairman**. Anything regarding a 10-minute coffeebreak every hour. Do you have anything in your file that rebuts what they said here today?

Mr. **Kobell**. There is, as I indicated, the best I can remember, some suggestion in the file——

The **Chairman**. Then show me. That is what I want to see. Show me in your file where that is. Turn to the page or pages. Let's see who suggested it, and let's see if they did. I mean, all I want to do is find out whether Mr. Boring and Mr. Stockdill told the truth.

Mr. HIGGINS. Senator, as Mr. Kobell is looking in the file, I would ask him in providing you with this information that he not identify, if it is in the form of an affidavit, at least in the public record, the testimony, the identify of the affiant.

The CHAIRMAN. Well, he can show me and I won't identify it, either.

If it were the union or somebody like that, I think that ought to be identified. A fellow workman, that is another matter, although I have questions about that. You know, if some fellow workman said that they said this, they ought to at least be able to rebut who that is, or at least we ought to be able to find out who it is, because they have been accused of—do you have it? Did you find it?

Mr. HIGGINS. Well, again, Senator, I think the reason that the region would not have followed up on that or gone back on that with the charging parties is that the issue in the case did not go to whether or not they had claimed a 10-minute coffeebreak. The issue, of course, was whether——

The CHAIRMAN. Fine, but that was what was alleged against them.

Mr. HIGGINS. Yes, sir, but the issue here was whether or not—as the case was investigated—whether or not there was a conspiracy between the West Penn Power Co. local 154 and the Sauer Contracting Co. to get rid of Messrs. Boring and Stockdill. That is what you would have had to have proved in the facts of this case to establish——

The CHAIRMAN. Well, I think the issue in the case was, were they people who were properly fired?

Mr. HIGGINS. However, under the National Labor Relations Act—assume for a minute that the Sauer Co. had made a mistake, a good-faith mistake but nonetheless a mistake, with respect to whether or not these gentlemen were working or not working.

The CHAIRMAN. Sure.

Mr. HIGGINS. That good-faith mistake, standing alone, would not be a violation of the National Labor Relations Act. You would have had to——

The CHAIRMAN. No, I understand that. Apparently Mr. Kobell has found what he was referring to. Go ahead.

Mr. HIGGINS. Mr. Kobell does have a file note here that he would be glad to bring up to you.

The CHAIRMAN. Why don't you bring it up and let me take a look at it?

Now what you have been referring to, Mr. Kobell, is a memorandum dated February 16, 1983, out of your file. I won't mention the names, but the steward that testified here to you in the presence of the respondent attorney, Joseph Maurizi—in other words, the union's attorney, and I might add that that attorney refused to allow you to take an affidavit at that time as well. Is that correct?

Mr. KOBELL. The custom and practice with respect to many of these cases has been not to allow statements from individuals who might be agents of the union.

The CHAIRMAN. Right; so in this case you were not allowed to take an affidavit of this particular steward?

Mr. Kobell. That is correct.

The Chairman. OK. Now there are many things in this affidavit that might be interesting in this case, including a statement—let me just go through some of the statements on the page, without mentioning names.

This fellow was assigned by Boilermakers Local 154 to act as steward on the job at the Sauer Industrial Contracting, Inc., at West Penn Power's Hatfield Power Station. He is a member of local 154, served as steward on this job for the total duration of the job, which lasted approximately 1 month. He did state that he was frequently absent from the particular boiler where charging parties Boring and Stockdill were assigned, because it was his responsibility to obtain materials and tools for employees on the night shift. Thus, he was constantly traveling around the jobsite to perform this function.

It goes on to say that this steward stated that he did not personally observe Boring or Stockdill loafing on the jobsite. However, he continued that on at least two occasions West Penn Power coordinator Ernie Sauer told him that every time he went to the jobsite, he observed the two employees who were working in the middle of the operation standing around doing nothing.

This steward then advised that Sauer stated that with the job so far behind schedule, he did not understand how Sauer could put up with people like that. The steward averred that he did not believe that Sauer knew Boring and Stockdill personally, but merely referred to them as "the people in the middle." The steward then stated that employees Walters and Lawrence told him on one occasion that they would place the planks that were being utilized for the scaffolding in the boiler throat entrance, but charging parties Boring and Stockdill would not immediately hand the planks to the people erecting the scaffolding but would let them set for a period of time.

The steward advised that on one occasion foreman O'Donnell approached him and informed him that Boring had told the foreman that he was entitled to a 10-minute personal break time every hour. According to the steward, the foreman asked the steward whether some new rule had been established, and the steward told the foreman that he was not aware of any such rule. The steward indicated "that neither Sauer, superintendent Schenk" —S-c-h-e-n-k— nor foreman O'Donald appeared to be upset with either Boring or Stockdill for any reason other than their failure to properly perform their work assignments.

That is right out of your file, correct?

Mr. Kobell. Correct.

The Chairman. OK. Now you took affidavits, as I understand it, from three of the other four workers on this job and got a statement from the fourth worker. Is that correct? The fourth worker would not give you an affidavit.

Mr. Kobell. I can't recall. The file has several statements and affidavits. I am not sure who gave what.

The Chairman. Well, that is my understanding. Did any of these statements by the workers allude to these excessive breaks or this desire to take excessive breaks?

Mr. Kobell. I don't believe so.

The CHAIRMAN. OK. As a matter of fact, Mr. Thomas Cox stated in his affidavit that "I never recall either Boring or Stockdill saying anything about any type of break every hour." Now am I quoting Mr. Cox correctly?

Mr. KOBELL. I have no independent recollection but I believe that the file reflects that.

The CHAIRMAN. Now Mr. Beardsley also complained to you, Mr. Kobell, that Messrs. Boring and Stockdill "complained about unsafe conditions." Now would that be a legitimate complaint?

Mr. KOBELL. Yes, sir.

The CHAIRMAN. OK. Regarding the safety of that scaffold, it seems to me from what they testified here today, it would appear that it was unsafe. Now as you listened to their testimony, would you agree that it was unsafe, that it was not put up there in accordance with the specifications of the manufacturer, et cetera, or do you know?

Mr. KOBELL. Frankly, I didn't understand all the terminology involved in terms of the width of the cord and the pulleys and the apparatus involved. I know an OSHA complaint was filed, and they have the expertise to determine whether or not that was——

The CHAIRMAN. Well, did you look into this, far enough into this matter, to determine whether the scaffolding was safe or not or whether company mismanagement accounted for these delays rather than these working people?

Mr. KOBELL. The issue in our case was whether or not they were discharged for making protected complaints, or rather were they discharged because West Penn Power Co., the owner of the project, who was paying cost plus, believed that these two individuals were loafing on the job and not working sufficiently.

The CHAIRMAN. However, the point I am making is, it appears to me that you haven't looked into the complaint about the scaffolding very thoroughly, because their complaint was that although they were shoving the boards up there as fast as they could get them to the top people, as fast as they would take them, the scaffolding was not safe. There was a delay in getting the stuff up there. There was not a tool person there to give them the tools they needed. They had the wrong ropes on the scaffolding. All of that would pertain to the issue of whether or not they were delaying voluntarily or involuntarily in this case.

Mr. KOBELL. There was no issue in this case that the complaints were not made in good faith or that the company did not respond to those complaints.

The CHAIRMAN. Well, let me look. It seems to me that their testimony here is that the only reason they were fired is because company people claimed that they weren't doing the job, when they claimed that they did as good a job as they could do under the circumstances and that there was bad supervision on the job.

Mr. KOBELL. That is their belief.

The CHAIRMAN. OK. Well, it looks to me like that is a crucial point, whether or not their claims here with regard to the scaffolding, the tools, the ropes, the brackets, the men up above—they were in the middle.

Mr. KOBELL. We did not question the legitimacy of those complaints. We did not question that they were made in good faith, or that the company——

The CHAIRMAN. Did you question, then, that they could have been delayed so that the so-called representative of the contractor might have thought they were standing around, when, in fact, it wasn't their fault?

Mr. KOBELL. The contractor, if there were delays because of safety problems that would have affected the entire crew.

The CHAIRMAN. Well, that is my point. No, not necessarily the entire crew. It would have affected the entire crew on that scaffolding at that particular time, which is what they were fired for, they claim.

Mr. KOBELL. I believe the evidence also showed in the file that the complaints made were responded to by the employer. There was no allegation that the complaints were left unremedied——

The CHAIRMAN. Even so, if that was the reason they were standing around doing nothing, it wouldn't have been their fault. It would have been the fault of the foreman or the steward or the employer or whoever had the responsibility to give them the right equipment, in the right place, at the right time, and to provide the proper tools to do it.

Mr. HIGGINS. Senator, if I may interpose just for a moment——

The CHAIRMAN. Yes, sir.

Mr. HIGGINS [continuing]. Assume that the situation was as described by Mr. Boring and Mr. Stockdill, namely that it was mismanagement on the part of the employer rather than loafing that prompted them to be observed as not working by the coordinator from West Penn Power Co.

If they were discharged because the employer made a mistake as to their loafing, or that West Penn Power was wrong and they were not loafing, but in fact, were waiting for materials, that in and of itself would not come within the purview of the National Labor Relations Act.

The CHAIRMAN. Except insofar as you dismissed their charges that they were fired for wrong reasons, because they really weren't being given the help on the job that they needed to be able to do the work that they were fired for not doing.

Mr. HIGGINS. The charge was dismissed because of insufficient evidence to establish a violation of the National Labor Relations Act. In this case we contacted the West Penn Power Co. coordinator—and by the way, the record should clarify that there are two Sauers involved in this case who are, by the way, not related. There is the Sauer Contracting Co. for whom Mr. Boring and Mr. Stockdill worked, and there is Mr. Sauer who is the coordinator for the West Penn Power Co.

The Sauer Construction Co. was doing this job on a cost-plus basis for West Penn, so West Penn had a very clear interest in terms of whether or not there was a cost and what the cost was for this job. We interviewed the West Penn Power person. He affirmed that he indeed had complained that he observed the men in the middle, who turned out to be Mr. Boring and Mr. Stockdill, loafing. Based on that, the Sauer Contracting Co. discharged them.

The CHAIRMAN. All right, now. Some of the evidence that has come out here is that some of the power companies haven't given one ounce of care regarding the necessary costs involved in some of these projects, because they just pass them on to consumers anyway. Here we have a situation where the two workers say that they were obstructed from getting their job done because they didn't have the right tools, they didn't have the right equipment, they didn't have the right scaffolding, they didn't have the right ropes on the scaffolding. They were the men in the middle that were part of it.

Let me give you an illustration. Look for a moment at the affidavits of Boring and Stockdill's coworkers. First, the two gentlemen on the bottom of the rig: Mr. Joseph C. Walters states in his affidavit of March 1, 1983, that on several occasions material that he and Edward Lawrence handed through the manhole up to Boring and Stockdill was backlogged, but he didn't know whether this was the fault of Boring and Stockdill or the men above them. Now would that be a fair characterization of that statement?

Mr. KOBELL. That is what he said.

The CHAIRMAN. That is what he said. We will enter that in the record as NLRB exhibit No. 4.

[NLRB exhibit No. 4 follows:]

NLRB Document #4

County of Allegheny)
) SS
State of Pennsylvania)

AFFIDAVIT

I Joseph C. Walters, being first duly sworn upon my oath, hereby state as follows:

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 373 Latimer St, Pgh, Pa.

My telephone number is 931-4031.

I (am) (~~was~~) employed by Various Boilermakers Employers

located at

① I have worked in the Boilermakers trade for approximately 19 years. I have been a member of Boilermakers Local 154 for approximately ten years.

② I was referred to a job with Sauer Industrial Contracting in November of 1982 at the Hatfield Power Station for West Penn Power. We initially erected ~~[illegible]~~ several J.C.W. sky climbers in the Boiler throat and then were assigned to erect scaffolding in the super heater area of the boiler. I feel that it should have taken us approximately one day to erect this scaffolding.

③ Edward Lawrence and I were assigned to work on the catwalk outside of the Super Heater area. We handed the material that was stockpiled there into Gary Boring and Bob Stockdill. On several occasions, we handed material through the manhole and it was backlogged. I don't know if the backlog

Joseph C Walters

was a result of Boring or Stockdill not doing there job or whether they were waiting for the two people who were erecting the scaffolding to do their job. I observed Boring and Stockdill sitting on several occasions but I don't know if they were loafing or again merely waiting to work.

④ Although we had to fabricate some of the brackets for the scaffolding, this did not slow us down very much. On at least one occasion the power went out and we had to wait for the electricians to correct the problem.

⑤ I am not aware of any comments made by either the erector (Schunk) or foreman O'Donnell that would indicate that they were hostile against Boring and Stockdill for any reason. However, on one occasion, O'Donnell told me that an employee, I don't recall who, told him that we were entitled to a 10 minute break every hour. O'Donnell felt that this was kind of funny and didn't seem mad for any reason.

J.C.W. [redacted] JCW

⑦ On several occasions, prior to Boring and Stockdill being terminated, the erector and foreman O'Donnell told me that West Penn Power was upset that it was taking us so long to erect the scaffolding. I don't believe that the coordinator from West Penn Power ever said anything to me about Boring or Stockdill.

C Waters

-3-

⑮ After Burny and Stockdill were fired, O'Donnell commented to me that they were terminated because of their work performance.

⑯ Although I am not aware of any formal complaints made by either Burny or Stockdill related to job safety, on several occasions, they requested that additional cable be installed when we were assembling the scaffolding. Lawrence and I got the cable and they installed it. O'Donnell told us at the beginning of the job to do whatever was necessary to make the job safe. In my opinion, we went beyond the normal safety requirements on this job.

I have read this statement consisting of 3 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

Subscribed and Sworn To Before me at

Pittsburgh Pa

This 1 day of March, 1983.

Board Agent, National Labor Relations Board

9. The file does not include an affidavit from Mr. Lawrence. However, he was interviewed by your field examiner on March 2, 1983. He stated that while he "personally observed Boring and Stockdill sitting on the job" he was "not certain as to whether or not they were merely waiting to transfer material to the two individuals who were erecting scaffolding above him." This hardly pinpoints Messrs. Boring and Stockdill as the culprits, does it, Mr. Kobell?

A: (He will say it is incumbent on him only to determine whether or not the firings were out of malice, and this doesn't address that point. Yet, it really does when two guys out of six are fired and there is no evidence it was these two guy's fault!)

10. Is there any evidence in the file that Boring and Stockdill were ever warned about their allegedly poor performance at any time prior to their firing?

A: No.

11. Let's look at the affidavits of the two individuals on the upper tier of the scaffold, Messrs. Thomas Cox and Mark Rohanna. Mr. Cox states that "I don't see how Boring and Stockdill

WERE SINGLED OUT FOR TERMINATION AND I COMMENTED TO O'DONNELL AFTER THEY WERE FIRED THAT IF HE WASN'T SATISFIED HE SHOULD HAVE FIRED THE WHOLE CREW OR HIRED MORE PEOPLE. O'DONNELL DIDN'T COMMENT." DID YOU CONSIDER THIS STATEMENT IN ARRIVING AT YOUR JANUARY 28 DECISION, MR. KOBELL?

A: (ENTER COX AFFIDAVIT AS NLRB DOCUMENT #5)

12. MR. ROHANNA IN HIS AFFIDAVIT, ALSO STATED THAT "I DON'T KNOW WHY BORING AND STOCKDILL WERE SINGLED OUT TO BE FIRED." DID YOU ALSO REVIEW THE ROHANNA AFFIDAVIT BEFORE COMING TO YOUR JANUARY 28 DECISION, MR. KOBELL? (NLRB DOCUMENT #6)

A: ?

13. SO OF THE ENTIRE CREW OF SIX BOILERMAKERS, NO ONE ARGUED THAT THERE WAS ANY CLEAR EVIDENCE THAT THE DELAYS WERE MESSRS. STOCKDILL'S AND BORING'S FAULT. YET THEY WERE THE ONLY TWO INDIVIDUALS WHO WERE FIRED. DOESN'T THAT SEEM A BIT UNFAIR, MR. KOBELL?

A: ?

The CHAIRMAN. Now the file does not include an affidavit from Mr. Lawrence. However, he was interviewed by your field examiner on March 2, 1983, and he stated that while he personally observed Boring and Stockdill sitting on the job he was not certain as to whether or not they were merely waiting to transfer material to the two individuals who were erecting scaffolding above him.

Now this hardly pinpoints Boring and Stockdill as the culprits, it seems to me, and I think it does bear on the overall charges that were made. What did you do, Mr. Kobell, to try to determine whether the firing was conspiratorial or discriminatory?

Mr. KOBELL. My office staff interviewed all individuals who were available who might give evidence which was relevant to the case. The investigation, in summary, revealed that West Penn Power's coordinator had made numerous complaints, rightly or wrongly, about Mr. Boring and Mr. Stockdill, who appeared to be goofing off, not working——

The CHAIRMAN. Therefore, you don't know whether they were right or wrong. You are saying that those were the complaints, though.

Mr. KOBELL. They were made, as far as we could determine, in good faith by a neutral to these proceedings, a West Penn Power coordinator who worked for West Penn Power, who was not a boilermaker by trade, not a member of the union or the local of the union, and not employed by the contractor. He worked for West Penn Power.

The CHAIRMAN. And somebody who watched the overall job, and not just this one aspect of the job.

Mr. KOBELL. I am not sure how large his responsibilities were. He was responsible for coordinating, certainly, this aspect of the job. He perceived, as his responsibility is, that the job was going too slowly. He also believed that the fault lay with the two men in the middle, who were not working whenever he passed by.

The CHAIRMAN. Who nobody else accuses.

Mr. KOBELL. He did. He conveyed those complaints on numerous occasions to the contractor. The contractor basically acquiesced in the complaints of the owner of the project, pinpointing where he believed the fault lay. It may be that the fault was not Mr. Boring or Mr. Stockdill.

The CHAIRMAN. The indications are it isn't their fault. They have made a pretty good explanation, and you have the people down below saying that they were slowed from time to time but they couldn't blame Mr. Boring and Mr. Stockdill for the slowness.

Mr. KOBELL. It is very difficult to determine, in retrospect, why that project did not go as fast as it should have gone. Mr. Boring and Mr. Stockdill did not contend that they had delays that others did not have because of their safety complaints.

The CHAIRMAN. Well, you seem to be saying that it is incumbent upon you only to determine whether or not the firings were made out of malice or were discriminatory or conspiratorial. However, that doesn't address the one point, you know, that there were really only two out of the six men who were fired on this job, and they were the ones in the middle, and yet there is absolutely no evidence that it was their—the two gentlemen, Stockdill and Boring's—fault.

Mr. Kobell. The evidence is from a neutral individual, Mr. Sauer——

The Chairman. Who said he saw them standing there, but they say that they weren't just standing there. They were standing there because they didn't have the right equipment, they didn't have the right scaffolding, they didn't have the right ropes, they didn't have the right tools because there was nobody there to hand them to them. Therefore, why would you take the testimony of some coordinator on the job, who I suggest is not neutral in these matters, over the testimony of the two workers and, I would add, their other colleagues who say they couldn't blame them for it? Why would you take that?

Mr. Kobell. The question we were facing was whether or not Sauer Contracting Co. discharged the individuals because of their protected activity rather than because of the complaint made against them by an individual who was neutral to this proceeding.

The Chairman. OK. Is there any evidence——

Mr. Kobell. Whether it is fair or not is a question to be determined in another forum.

The Chairman. However, you agree that that may be a question that you couldn't determine, whether it was fair or not that they were fired?

Mr. Kobell. The question was, was it unlawful, was the question we had.

The Chairman. All right. Is there any evidence in the file that Boring and Stockdill were ever warned by anybody about their allegedly poor performance at any time prior to their firing?

Mr. Kobell. I don't believe that anybody on the jobsite directed those complaints to them.

The Chairman. Now let me look at the affidavits of the two individuals on the upper tier of the scaffold. Those are Messrs. Thomas Cox and Mark Rohana. Mr. Cox states, "I don't see how Boring and Stockdill were singled out for termination, and I commented to O'Donnell after they were fired that if he wasn't satisfied, he should have fired the whole crew or hired more people. O'Donnell didn't comment." Now did you consider that statement in arriving at your January 28 decision, Mr. Kobell?

Mr. Kobell. I did.

The Chairman. OK. That document will be NLRB exhibit No. 5.

[NLRB exhibit No. 5 follows:]

FORM NLRB-5168

NLRB Document #5

County of Allegheny)
) SS
State of Pennsylvania)

AFFIDAVIT

I Thomas E. Cox, being first duly sworn upon my oath, hereby state as follows:

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 319 Janice Dr, Pgh, Pa 15235.

My telephone number is 412/731-4528.

I *(am)* ~~(was)~~ employed by Various Boilermaker Employers

located at

① I am currently a member of Boilermakers Local 154 and have been a member for approximately six years. I have never been involved with Gary Barney in any other capacity than as a fellow employee on a job site.

② Sometime in the beginning of November, 1982 I was referred to a job with West Penn Power at the Hatfield Power Station. I was referred along with seven other employees that included Gary Barney and Bob Stockdill. Jim O'Donnell was assigned as foreman and Jerry Mulligan was appointed steward.

③ We were initially assigned to erect T.C. floats ~~[illegible]~~ in the T.C. lower throat ~~[illegible]~~ area. This took us approximately T.C. two ~~[illegible]~~ days. During this time, I don't recall either Barney or Stockdill commenting to foreman O'Donnell or any other management personnel that they felt that the scaffolding was unsafe.

However, the crew ... the crew [illegible]

[illegible]

FORM NLRB 5168 (5-81) CONTINUED

(4) We were then assigned by foreman O'Donnell to erect scaffolding in the super heater area. This procedure involves placing brackets over the pipes, laying 2"x12" planks over the brackets and wiring them in place. Mack Bohannon and I were assigned to actually place the brackets and planks in place, Boring and Stockdill were below us handing us the material and Homer Walters and Edward Lawrence were outside of the boiler area handing material through a manhole to Boring and Stockdill.

(5) We were not supplied with the proper brackets so Walters and Lawrence had to fabricate some brackets to fit. However, this only affected us to any degree on one night so it didn't make any appreciable difference. We were also slowed down by a lighting problem because the lights kept going out and we had to continually call an electrician. We were also delayed for about an hour or so when they were X-raying welds in our area.

(6) I overheard Stockdill tell O'Donnell on one evening that he shouldn't be working because he was to the foreman. I didn't overhear any more of this conversation because I think I was in the boiler area and they were outside. I don't know if O'Donnell held any hostility against Stockdill for this remark.

(7) I also recall Boring telling Mulligan that the company was not supposed to make any deductions from his paycheck for the union because he had not signed an authorization. Mulligan merely responded that he had told the company once and he would remind them again. Mulligan did not show any [illegible]

signs of hostility toward Boring because of the comments. Moreover, I understand that all of our checks were wrong when they were issued. I was not credited with the right deductions and even Mulligan had union dues deducted when they shouldn't have been because Mulligan was steward.

⑧ O'Donnell mentioned to us that the scaffolding wasn't going up fast enough prior to Boring and Stockdill being fired. I told O'Donnell that we needed more people and I assume that O'Donnell felt the same way because he told me that he told them the same thing.

⑨ I don't see how Boring and Stockdill were singled out for termination and I commented to O'Donnell after they were fired that if he wasn't satisfied he should have fired the whole crew or hired more people. O'Donnell didn't comment.

⑩ I never recall either Boring or Stockdill saying anything to O'Donnell or Mulligan about any type of break every hour.

⑪ I am not aware of either the job superintendent or a representative of West Penn Power saying anything to our crew TC about erecting the scaffolding too slowly.

Mr. HIGGINS. Excuse me, Senator.

The CHAIRMAN. Now Mr. Rohana—excuse me.

Mr. HIGGINS. In providing that information to staff with respect to these affidavits, I did express some concern about those affidavits becoming part of the public record. If it is necessary for the hearing I suppose we could agree to it but I would prefer, unless the Senator feels that it is absolutely necessary for the record, that those affidavits not be made part of the public record.

The CHAIRMAN. Well, I think it is. I don't think there is any objection by the people involved. I think it is essential for the record.

Let me go a little bit further. Mr. Rohana, in his affidavit, also stated, "I don't know why Boring and Stockdill were singled out to be fired." I take it you also reviewed the Rohana affidavit before coming to your January 28 decision, Mr. Kobell. Is that correct?

Mr. KOBELL. I did.

The CHAIRMAN. OK. We will enter that as NLRB exhibit No. 6.

[NLRB exhibit No. 6 follows:]

NLRB Document #6

County of [illegible])
) SS
State of Pennsylvania)

AFFIDAVIT

I Mark A. Rohanna, **being first duly sworn upon my oath, hereby state as follows:**

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 367 Huffman St Waynesburg, Pa 15370

My telephone number is 412/852-1232.

I *(am)* ~~*(was)*~~ employed by Various Boilermaker Employers.

located at

① I have worked as a Boilermaker for approximately 7 years. I am currently a member of Boilermakers Local 906. My sole involvement with M.A.R. Gary Boring has been through working with him on the job. My first contact, that I can recall, with Bob Stockdale was at the Hatfield Power Station of West Penn Power.

② On or about November 14, 1982, I was contacted by Boilermakers Local 154 and referred to a job with Sauer Construction at the Hatfield Power Station.

③ When we were initially assigned to this job, the crew spent several days erecting floats in the boiler throat. I don't specifically recall either Gary Boring or Bob Stockdale commenting to foreman Jim O'Donnell that the erection of the floats were unsafe. However, I do recall that there were conversations between people on the crew that the erection of the [illegible] would have been [illegible].

④ After we entered the floor, the crew spent approximately 5 or 6 days preparing the boiler tubes for sounding by removing any scale on the tubes.

⑤ We were then assigned to erect scaffolding in the super heater area of the boiler. Tom Cox and I were assigned by foreman Jim O'Donnell to actually put the scaffolding in place. Bob Stockdale and Gary Boring were below us handing us the brackets and planks and Homer Walters and Edward Lawrence were outside the boiler area getting us the materials and fabricating brackets to make them fit. In addition, Bob Stockdale helped Walters and Lawrence on a couple of occasions fabricate the brackets.

⑥ I do not know why Boring and Stockdale were singled out to be fired. However, after they were fired, foreman O'Donnell told me that ~~[illegible]~~ M.A.R. someone from West Penn Power had been watching us erect the scaffolding and that he felt that we were going much too slowly. I don't recall if O'Donnell indicated to me that the West Penn Power employee had singled out Boring or Stockdale as the reason why the scaffolding was being erected so slowly.

⑦ I am not aware of any statements made by union steward Jerry Mulligan, foreman O'Donnell or any other representative of either Boilermakers Local 154, Sauer Contractors or West Penn Power that would indicate that they were hostile towards Gary Boring or Bob Stockdale in any manner.

[illegible] CONTINUED

I have read this statement consisting of 3 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

Subscribed and Sworn To Before me at

Waynesburg, Pa

This 24th day of December, 1982.

Board Agent, National Labor Relations Board

FORM NLRB 5162 (5-81) CONTINUED

Thomas C Coff

I have read this statement consisting of 4 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

Thomas C Cof

Subscribed and Sworn To Before me at
Pittsburgh, Pa
This 14th day of December, 1982.

Board Agent, National Labor Relations Board

GPO 880-730

The CHAIRMAN. Therefore, of the entire crew of six boilermakers, no one argued that there was any clear evidence that the delays were Messrs. Stockdill and Boring's fault, yet they were the only two individuals who were fired. Now does that seem fair to you, Mr. Kobell?

Mr. KOBELL. We did not determine the question of fairness.

The CHAIRMAN. Therefore, that was not your consideration.

The file also includes a January 4, 1983 letter from Mr. William Devlin III, attorney for West Penn Power, a joint employer at the project along with Sauer Industrial Contracting. Mr. Devlin states that Mr. Ernie Sauer, plant coordinator for West Penn, was unauthorized to sign the written statement explaining the reasons for Messrs. Boring and Stockdill's termination, and that the statement by Sauers was simply not accurate. Mr. Devlin stated that "in the absence of any evidence that the company was actually involved in any way in the decision to terminate Messrs. Boring and Stockdill, there is no basis for concluding that it is responsible for said terminations." You are aware of that?

Mr. KOBELL. Yes, sir.

The CHAIRMAN. OK. Were you familiar with that letter at the time of your January 28 decision, Mr. Kobell?

Mr. KOBELL. Yes, I was.

The CHAIRMAN. We will enter that as NLRB exhibit No. 7.

[NLRB exhibit No. 7 follows:]

NLRB Document #7

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January 4, 1983

Mr. Clyde Graham
Field Examiner
National Labor Relations Board
Region Six
1501 Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

Re: West Penn Power Company and Sauer Industrial Contracting Inc., Case Nos. 6-CA-15949 and 6-CA-15950 and International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 154, AFL-CIO, Case Nos. 6-CB-5887 and 6-CB-5888

Dear Mr. Graham:

The foregoing letter constitutes West Penn Power Company's (herein called the "Company") statement of position in the above-captioned cases.

As I understand the allegations of the charges against the Company, the charging parties allege that the Company is a joint employer with their employer, Sauer Industrial Contracting, Inc. (herein called "Sauer") and was responsible for their termination at the Hatfield Power Station. As I understand it from talking with you, the allegations of the charge against the Union are that the Union has refused to refer either man for work for a period of 15 days as a result of their alleged termination for cause by the Company and Sauer.

In connection with your investigation of this matter, you have asked that I set forth the Company's position concerning the status of the coordinators as well as with respect to the facts surrounding the terminations of Messrs. Boring and Stockdill.

As I have previously told you, the Company takes the position that its maintenance coordinators at the Hatfield Station are managerial employees. It is true that such positions are filled by employees who are members of the bargaining unit represented by Utility Workers Local 102. However, the Regional Director for Region Six has previously determined, in Case No. 6-UC-212, that the maintenance coordinator position is a non-bargaining unit position.

The functions of the coordinators are discussed in detail in the Company's brief in the previously referenced case. One of their essential functions is to direct the activities of the many outside contractors working on regularly scheduled maintenance work at the Hatfield Station. In this regard, the coordinators are responsible to see that the job is done in accordance with the specifications mandated by the Company and in accordance with the time frame specified by the Company. This is particularly important with respect to cost plus work. The coordinators deal on a day-to-day basis with the representatives of the contractor or contractors whose work they are responsible for. However, while the coordinators may make judgments with respect to the performance of work by the contractor and his employees in terms of quality or timeliness, the coordinators have no direct authority over the employees of the contractor. Thus, they do not hire the contractor's employees, do not determine their wages, hours or working conditions, and have no authority to discharge or discipline said employees. While a coordinator may make recommendations concerning the performance of work by individual employees of the contractor, the contractor is not obligated to accept those recommendations. The contractor's obligation is to complete his contract in the manner specified between the contractor and the Company. The manner in which the contractor does so is, in the final analysis, a decision reserved exclusively to the contractor.

While the Company does maintain that the work being performed by its coordinators is managerial in nature, I do not think that the exercise of such discretion establishes a joint employer relationship between the Company and the employees of the outside contractors performing work at the Hatfield Station.

As I understand the facts in the instant case, on November 15, 1982, a crew of approximately eight employees was referred by the Union to Sauer to work on the night shift at the Hatfield Station. A Mr. James O'Donnell, a member of the Union, was appointed foreman and another employee was appointed to serve as the Union's steward. The primary assignment of this crew was the assembly of scaffolding and supporting planks on one of the Company's boiler units which was undergoing maintenance work. The coordinator on this project was Ernest G. Sauers who reported to Mr. Tom Martin, the Company's head coordinator.

My information is that Mr. Sauers became unhappy with what he considered to be the slow rate of assembly for the scaffolding. In his estimation, such a job should have taken about a day and a half. It is my understanding that some time during the weekend of November 20-21, Mr. Sauers, as part of his function to keep the boiler maintenance job on schedule, informed foreman O'Donnell and Sauer's superintendent on the project, Douglas Shenk, that he was unhappy with Sauer's performance. It is also my understanding that he did mention to O'Donnell and to Shenk that he had noticed that both Messrs. Boring and Stockdill were never working whenever he went to the project to observe the performance of Sauer's employees. According to Mr. Sauers, he observed them on about ten occasions over the course of approximately five days. However, Mr. Sauers did not make any recommendations to Sauer with respect to Boring and Stockdill and clearly did not instruct, inform, or tell Sauer to terminate their employment.1/ What Mr. Sauers did do was to inform head coordinator Martin that he was dissatisfied with the progress that was being made by Sauer's night shift on the project and that he had discussed this matter with Sauer personnel. When Sauers reported to the project on Monday, November 22, he was informed by Martin that Sauer had already decided to terminate Boring and Stockdill that evening. Obviously, neither Mr. Sauers nor any other person with the Company was involved in making that decision.

You have raised the fact that Mr. Sauers signed what you have described as a "termination slip" issued by Sauer. It is my understanding that no termination slip was actually given to either Mr. Boring or Mr. Stockdill, but that a written statement explaining the reasons for their termination was prepared and transmitted by Sauer to the Union in connection with Sauer's obligations under the hiring hall provisions of its collective bargaining agreement with the Union. The Company does not deny that Mr. Sauers signed this particular document. It does deny the fact that he was authorized to do so, and furthermore, it is my understanding that he did so under the impression that the document was purely for Sauer's internal purposes in apprisng its supervisory personnel at the Hatfield Station project. Furthermore, it strikes me that this statement by Sauer was simply not accurate.

1/ As I have pointed out previously herein, the Company's coordinators have no such authority and any authority exercised by them to the contrary is completely unauthorized by the Company. While a coordinator may make recommendations to a contractor with respect to the quality and timeliness of his employees' performance, the ultimate responsibility for remedying the problem lies with the contractor.

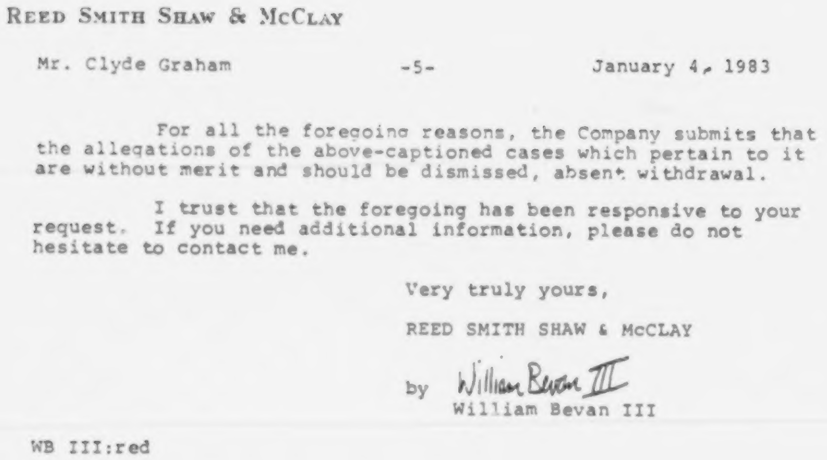
You have informed me that representatives of Sauer claim that Mr. Sauers is alleged to have issued a written report to them requesting that they terminate these two individuals. To my knowledge, no such report was issued and, in any event, would not have been authorized by the Company.

What Mr. Sauers did supply Sauer with was a copy of a report which he prepared for the Company subsequent to Sauer's termination of Boring and Stockdill. That report has nine (9) numbered paragraphs. The factual information contained in all but paragraphs 3 and 5 is hearsay, since it is based on statements made by foreman O'Donnell and the steward. Mr. Sauers was not acquainted with either Boring or Stockdill and was certainly not aware of any prior concerted activity on their part or of their involvement in any unfair labor practice charges before the Board. His sole contact was limited to several days observation of their work habits; he had no conversations with either man. Moreover, Sauers' report is at best his opinion as to the reasons why Sauer terminated Boring and Stockdill; it does not establish that he or Company personnel either recommended, or were involved in their terminations.

In the absence of any evidence that the Company was actually involved in any way in the decision to terminate Messrs. Boring and Stockdill, there is no basis for concluding that it is responsible for said terminations.

With respect to the charges against the Union, I have been unable to uncover any evidence which would indicate that the Union has attempted to cause the Company to discriminate against Boring or Stockdill. In the first place, the Company does not control the hiring of employees by contractors at the Hatfield Station. This matter is strictly controlled by the exclusive hiring hall arrangement between the Union and those employers who are signatory to the relevant collective bargaining agreement. The fact that the Union has, pursuant to a contractually mandated provision,2/ removed Boring's and Stockdill's names from the out of work list for a period of 15 days as a result of their termination by Sauer, does not implicate the Company in any manner. Thus, the Union's determination to apply the relevant provision of its contract with Sauer must be based on its own unilateral determination that the decision to terminate employees by a signatory employer to the contract was for just cause. Moreover, the Company cannot be held responsible in these circumstances since it exercises no control either over the contractor's personnel decisions or over the Union's conduct with respect to those decisions.

2/ The provision involved is set forth in Article III, Section 7.2.



REED SMITH SHAW & McCLAY

Mr. Clyde Graham -5- January 4, 1983

For all the foregoing reasons, the Company submits that the allegations of the above-captioned cases which pertain to it are without merit and should be dismissed, absent withdrawal.

I trust that the foregoing has been responsive to your request. If you need additional information, please do not hesitate to contact me.

Very truly yours,

REED SMITH SHAW & McCLAY

by William Bevan III
William Bevan III

WB III:red

The **CHAIRMAN**. Yet despite this letter, you seem to place great stock in the company's criticisms of Mr. Stockdill and Mr. Boring. According to your comments to Mr. Phillips of my staff when he interviewed you in Pittsburgh last March, did you or did you not state to Mr. Phillips that a major reason for your decision was that the company complained that Messrs. Boring and Stockdill were spending a lot of time standing around?

Mr. **KOBELL**. That Mr. Sauer, the coordinator, complained, yes.

The **CHAIRMAN**. On behalf of the company?

Mr. **KOBELL**. Whether it was on behalf of the company or not, Mr. Sauer complained.

The **CHAIRMAN**. All right. I am not trying to be mean here, but I wonder just how fair you were on this. This time when you took a statement from the steward in the presence of Mr. Maurizi, who refused to let him swear to that statement and give an affidavit because Mr. Maurizi objected to the idea of an affidavit, you yielded to Mr. Maurizi on this point and seem to rely on that statement.

Mr. **HIGGINS**. Senator, may I interrupt just for a moment?

The **CHAIRMAN**. Yes, sir.

Mr. **HIGGINS**. I do think that I would like to come back, again, to——

The **CHAIRMAN**. I have that, by the way, as NLRB exhibit No. 8, which I will put in this record.

[NLRB exhibit No. 8 follows:]

NLRB Document # 8

MEMORANDUM

SAUER INDUSTRIAL CONTRACTING, INC. AND
WEST PENN POWER COMPANY, JOINT EMPLOYERS
Cases 6-CA-15949 and 6-CA-15950
BOILERMAKERS LOCAL 154, AFL-CIO
Cases 6-CB-5887 and 6-CB-5888

February 16, 1983

Yesterday I interviewed Respondent Steward Jerry Mulligan, in the presence of Respondent Attorney Joseph Maurizi. Maurizi was initially unable to provide this witness because of his work assignment out of this geographical area. Maurizi refused to permit me to take an affidavit.

Mulligan advised that he was assigned by Boilermakers Local 154 to act as steward on a job with Sauer Industrial Contracting, Inc., at West Penn Power's Hatfield Power Station. Mulligan stated that he is a member of Local 154 and served as steward on this particular job for the total duration of the job which lasted approximately one month.

Mulligan stated that he was frequently absent from the particular boiler where Charging Parties Boring and Stockdill were assigned because it was his responsibility to obtain materials and tools for the employees on the night shift; thus, he was constantly traveling around the jobsite to perform this function. Mulligan stated that he did not personally observe Boring or Stockdill "loafing" on the jobsite. However, he continued that on at least two occasions, West Penn Power Coordinator Ernie Sauer told him that every time he went to the jobsite, he observed the two employees who were working in the middle of the operation standing around doing nothing. Mulligan advised that Sauer stated that with the job so far behind schedule, he did not understand how Sauer could put up with people like that. Mulligan averred that he did not believe that Sauer knew Boring and Stockdill personally but merely referred to them as "the people in the middle."

Mulligan stated that employees Walters and Lawrence told him on one occasion that they would place the planks, that were being utilized for the scaffolding, in the boiler throat entrance, but Charging Parties Boring and Stockdill would not immediately hand the planks to the people erecting the scaffolding but would let them sit for a period of time.

Mulligan advised that on one occasion, Foreman O'Donnell approached him and informed him that Boring had told the foreman that he was entitled to a 10-minute personal breaktime every hour. According to Mulligan, the foreman asked Mulligan whether some new rule had been established and Mulligan had told the foreman that he was not aware of any such rule. Mulligan indicated that neither Sauer Superintendent Schenk nor Foreman O'Donnell appeared to be upset with either Boring or Stockdill for any reason other than their failure to promptly perform their work assignments.

Mulligan stated that Boring approached him on one occasion and told him that Sauer was not to deduct any dues from his paycheck because he refused to sign a dues checkoff. Mulligan indicated that he spoke with Superintendent Schenk about this request and Schenk advised him to talk to the Company timekeeper. According to Mulligan, he spoke with the timekeeper, who told him that he had never had any problems like this before, and he was afraid to not make the dues checkoffs because he thought that some disciplinary action might be taken against him for implementing a new procedure. Mulligan stated that he had no reason to be hostile against Boring over this incident, because he could not/personally care less whether Boring paid his dues by checkoff or through a personal check.

Mulligan averred that Boring and Stockdill approached him on the evening of November 22, 1982, and told him that they had just been terminated. Mulligan contended that he confronted Foreman O'Donnell with this problem and O'Donnell told Mulligan that they were terminated because they weren't doing their work and were constantly loafing. Mulligan asked O'Donnell if he would reconsider the terminations, and O'Donnell responded negatively. Mulligan stated that Boring and Stockdill were not present during his conversation with Foreman O'Donnell.

Mulligan advised that he then approached Superintendent Schenk, in the presence of Boring and Stockdill and questioned Schenk as to why they were fired. According to Mulligan, Schenk responded "because they didn't do shi[redacted]t." Boring then ordered Mulligan to contact a business agent and Mulligan indicated that he would call them in the morning. According to Mulligan, Boring then addressed Schenk and Mulligan and told them that he would see them both in court and walked off the job.

Mulligan contended that after Boring and Stockdill left, he asked Schenk if he would reconsider the terminations and Schenk also responded negatively. Mulligan advised that Schenk told him that the West Penn Power people were upset with these two individuals because they were never working at the jobsite.

Mulligan stated that he did not attempt to contact a business agent on that particular evening because this incident occurred at approximately 10:30 p.m. and the Union Hall was closed at that time. However, Mulligan stated that he traveled to the Union Hall the next morning at approximately 10 a.m. and spoke with Union Secretary-Treasurer James Quinn. According to Mulligan, he informed Quinn about his conversations with O'Donnell, Schenk and West Penn Power Coordinator Sauer. Mulligan stated that Quinn told him that he better be absolutely certain that the facts surrounding these terminations were accurate, because Boring was one of the individuals who had caused all the problems for the Union in the past. Mulligan averred that he advised Quinn that he had reported the facts as he knew them and he was not aware of any other incidents that would have resulted in their termination, other than their alleged failure to perform their work assignment properly. Mulligan stated that Quinn advised him that he didn't see how much could be done when both the contractor and the customer (West Penn Power) were upset with Boring and Stockdill's performance.

Mulligan advised that he then left the Union Hall but observed Foreman O'Donnell arriving at the Union Hall as he was leaving. Mulligan did not know why O'Donnell was there and, further, did not know if O'Donnell spoke to any other Union representative about this incident.

Clyde G. Graham
Field Examiner

CGG/kmc

Mr. HIGGINS. I would like to come back again to what the issue was in a case of this kind. The issue, again, is not fairness. That is not the statutory charge of the National Labor Relations Board.

The CHAIRMAN. I understand that.

Mr. HIGGINS. That can be an important aspect in determining whether or not there is a hidden motive for an action. That is, if an employer does something that is just inconsistent with all of the facts, it leaves one with the impression that perhaps his motive is something other than what is stated.

In this particular case, you had a third party, a neutral, if you will——

The CHAIRMAN. Well, I wouldn't call him neutral. I mean, he worked for the company involved.

Mr. HIGGINS. Well, he worked for West Penn Power.

The CHAIRMAN. The company had to deal with the union, and—go ahead.

Mr. HIGGINS. However, remember that the alternative for Mr. Kobell here would be to issue an unfair labor practice complaint against the Sauer Construction Co. In the litigation before an administrative law judge and before the Board and the courts, it would be our obligation to establish not that Sauer made the decision mistakenly, but that Sauer made that decision because it wanted to get back at Boring and Stockdill.

There is not one shred of evidence in that file to indicate any hostility on the part of the Sauer Construction Co. vis-a-vis Messrs. Boring and Stockdill, nor is there any evidence, either in that file or in any other file, to indicate that the West Penn Power Co. is engaged in a conspiracy with local 154 to get Mr. Boring and Mr. Stockdill. That is what we would have had to prove. There is not only just insufficient evidence of that, there is no evidence to support that.

We could sit here and talk about whether or not what Sauer Construction Co. did is fair or unfair to Messrs. Boring and Stockdill. That, of course, is not the issue for the National Labor Relations Board. That is an issue for an arbitrator to decide, and I think Mr. Kobell was clearly right in his decision here to dismiss this case for lack of evidence. I think——

The CHAIRMAN. Well, did he interview the union leaders? They claimed that the union was acting in conspiracy against them. Did you interview the management people, or did you just take the word of this one neutral observer?

Mr. KOBELL. I don't think there was a factual question in this case that Mr. Sauer, the coordinator for West Penn, made the complaints and that he made them in good faith. I don't believe that issue of fact is or was in dispute.

The CHAIRMAN. OK.

Mr. KOBELL. Whether he was correct in his perceptions as to the reason why the job was being slow is the question to be discussed, but that he made the complaints repeatedly and that he believed them to be true is not in dispute.

Mr. HIGGINS. Senator, if I may just add one other point, I think that the record set forth in my testimony here today, as well as in Mr. Kobell's testimony with respect to his efforts and the efforts of his staff vis-a-vis the investigation of charges and the attempts to secure compliance involving local 154 indicate that there is anything but a relaxed attitude toward Mr. Boring's and Mr. Stockdill's unfair labor practice charges. They have vigorously enforced these cases and as recently as the last 2 or 3 weeks, issued another unfair labor practice charge against local 154.

The CHAIRMAN. Well, it is their right to do that.

Mr. HIGGINS. I am not suggesting that. All I am suggesting is that the record overall indicates a rather vigorous and enthusiastic enforcement of the National Labor Relations Act by our Pittsburgh regional office with respect to these kinds of charges.

I think the investigation here was a vigorous investigation. Whether or not the discharge was fair to Mr. Boring and Mr. Stockdill is again, of course, not the issue for Mr. Kobell to decide. It would be outside his jurisdiction, outside the jursdiction of the National Labor Relations Act, for him to be issuing complaints against employers because he wanted to second-guess the wisdom of their decisions. That is not within our jurisdiction.

The CHAIRMAN. Well, the only thing I suggest is this: It seems to me, where do these rank-and-file workers go if they can't go to the NLRB? It seems to me that just from the documents that you have and from what I have brought out here today, that it looks to me like they were unjustifiably fired, and they certainly were if you take their word for it and the word of their fellow workers who were working on that job in this particular case.

It looks to me like you have taken the word of one person you considered neutral, who I don't consider neutral, because one of the things these hearings have brought out—whether it is right or wrong, but I think there is some reason to believe that it is right in some situations—is that some of these power companies don't care what it costs. They are going to get their money. They are going to get it right out of the consumers.

I hope that most of them do care what it costs when they do these jobs, but to take the one fellow's word over the two workers, what are they going to do? How do they protect themselves against unlawful firings if the NLRB can't step in and help them? Now maybe they filed the wrong complaint. I don't know. That is what you seem to be saying here.

Mr. KOBELL. The question here was, why Boring and Stockdill as opposed to the men on top or the men on the bottom? Mr. Sauer, as far as we know, had no knowledge of which individual had a record of——

The CHAIRMAN. He apparently didn't know what the hell was going on otherwise, either. It is just that he saw two men standing there, and he got mad because they were standing there.

Mr. KOBELL. He saw it repeatedly, and after seeing that repeatedly and making complaints——

The CHAIRMAN. Did you ask him if he checked in to see if they had the right scaffolding and the right ropes and the right brackets and the right equipment and the right tools, and that they were getting tools, and that the electricians were up there when they should have been and so forth? Did you check all that out?

Mr. KOBELL. That was discussed with him. He believed that they were——

The CHAIRMAN. Did you check all that out—not what he believed—did you check it out?

Mr. KOBELL. I am not sure I understand the question.

The CHAIRMAN. Did you check out whether their complaints as to what happened to them are right?

Mr. KOBELL. Messrs. Boring and Stockdill did not contend that they were working less than the rest of the crew because of delays in safety and other aspects.

The CHAIRMAN. Well, they sure have here today. You mean they never said that to you?

Mr. KOBELL. They said that there were delays on the job that delayed everybody. I do not believe they contended that their sitting down on the job—two, as opposed to six men on the job, being delayed——

The CHAIRMAN. Well, then, the first time that you have heard that testimony is today, I guess. They never discussed this in the way that they discussed it here today in front of this committee, under oath?

Mr. KOBELL. I don't believe I heard them today—obviously I was behind them and didn't hear everything they said—that their work, as opposed to the entire crew's work, was delayed because of safety problems. They indicated the job was not going well. There were many reasons for that. There were equipment shortages. There were power shortages. There were safety problems. The job was not going fast enough. I don't believe I heard them say that they had to work less, sit down on the job, so to speak, and make it appear that they were not working.

The CHAIRMAN. Well, that is what they said. They said that because they were in the middle and couldn't get the right equipment and the right help and the right scaffolding and so forth, that they were delayed. There is no question about it. They admit that, but it wasn't their fault, is what their testimony is.

Mr. KOBELL. I believe they said that the job was not going fast enough. I do not believe——

The CHAIRMAN. Well, they did say that.

Mr. KOBELL [continuing]. That I heard them say that they were sitting down on the job because they had safety problems that no one else had on the job.

The CHAIRMAN. Well, we will let the record speak for itself.

Mr. HIGGINS. Senator, could I comment on this just a little more generally, and take it out of the context of this particular case and put it into the context of the kinds of decisions our regional directors make every day?

Far and away the most common type of unfair labor practice charge filed with the National Labor Relations Board are section 8(a)(3) charges, involving allegations that employees have been discharged for union activity. Those charges do require an investigation by our agents, taking affidavits from employees and employers. Many of those charges are dismissed and many of them we prosecute.

The key element in virtually every single one of those cases, however, is whether or not the employer made a decision in good faith about whether an employee had done something wrong on the job. It is not at all unusual for us, in investigating a case, to find that an employer, a first-line foreman or a plant manager, mistakenly but in very, very good faith believes that an employee did something wrong.

The CHAIRMAN. I understand.

Mr. HIGGINS. The employer discharges the employee, and the question then is, was it illegal? It is only illegal if we are able to establish that it is not a good faith mistake, it is indeed a deliberate pretext to mask——

The CHAIRMAN. I understand, but the fact of the matter is, Mr. Kobell and Mr. Higgins, is that you have no information, other than the one coordinator's statement that he saw them sitting down on the job and other than this one steward's statement, that would rebut what Mr. Boring and Mr. Stockdill said today.

Mr. KOBELL. I believe that is right. I am not sure whether there was concurrence by the Sauer managerial staff as well as independently, but they relied heavily on the West Penn Power complaint.

The CHAIRMAN. All right.

Senator Kennedy has some written questions he would like to submit to you which you, of course, may take time to answer in writing for the record.

I would also like at this time to include in the record the sworn statement submitted by President Jones of the Boilermaker International and Mr. David Lewis, secretary of the union's national pension fund. They will, I believe, have an opportunity to testify and answer questions at a later date but I want the record to reflect their comments at this time.

In addition, we will put the letter dated October 24, 1983, from Mr. Maurizi to me in the record; a letter to me from Mr. David Elbaor, dated October 24, 1983; and a statement of Robert J. Cindrich, Esq. before the Committee on Labor and Human Resources of the U.S. Senate, into the record at this particular time, as part of the record so that we can conclude this hearing today.

[The material referred to above follows:]

STATEMENT OF CHARLES W. JONES
INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

My name is Charles W. Jones. I am proud to appear here voluntarily and at my own request to present the views of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

Since I became International President of the Brotherhood nearly five months ago, I have devoted considerable time to studying the charges that have been made before this Committee. These charges have ranged from accusations that "journeyman memberships" in the Brotherhood are being "illegally sold" by Local Lodges to "unqualified" applicants to accusations that both this Union and the owners of nuclear plants across the nation condone and somehow profit from featherbedding and the use of unqualified workers at construction sites. Persons have appeared before this Committee to charge that they have been unlawfully denied work while less qualified persons have been assigned to jobsites and that those discriminatory practices have been condoned in certain Local Lodges of this organization.

In the few minutes that I have before this distinguished Committee, I do not intend to judge the credibility or motivation of various witnesses that have appeared here; although I note that, when faced with specifics on their charges, these persons waiver, retract or offer new variations of old charges. Several independent executive branch agencies that have investigated many of the charges raised by those persons at these hearings; the reported results of those independent executive branch agency investigations speak for themselves. And we need not speak for employers in the construction industry -- especially nuclear plant construction -- for these people are not only able but, we understand, very willing to answer many of the accusations made anonymously or otherwise before this Committee.

On behalf of the International Brotherhood, I present this statement today not simply to deny these accusations. Mere denials do not do justice to this organization nor would mere denials help to clear up the many and repetitious misstatements that have created the false impression that improper practices are in fact prevalent or widespread. It is our intent to make this presentation as objective and neutral as possible on the operation of this Union under its Constitution. The Brotherhood shall explain also the perhaps complex, but entirely lawful and highly productive construction industry practices that have been so persistently misunderstood and misrepresented by certain witnesses here. Indeed, an understanding of the hiring hall referral system, the role of employers in that system and the multiple safeguards that exist within that system for the purpose of protecting workers and construction contractors alike will go a long way in allaying any concerns raised here.

The International Brotherhood has enjoyed a spotless reputation for the past 100 years, and its members enjoy one of the best run and fully funded pension funds in the nation. This Union has never been accused of tolerating or associating with corrupt elements and I assure you that the Brotherhood will use all its strength and resources to maintain that unblemished record. As our record of cooperation with Federal agencies demonstrates, whenever any allegations are made that are capable of independent verification, the Brotherhood has acted quickly and decisively. It will continue to do so.

Turning to the specifics of the allegations made at these hearings, the Brotherhood makes four cardinal points. First, there is simply no link between eligibility for membership in this Union and any 8,000 hour requirement. Second, it is boilermaking experience in the construction industry and not any Union classification on an initiation fee receipt card or "book" that determines referrals for jobs and hiring. Third, construction employers are very aware of and adamantly protect their right to reject any person referred from a hiring hall who fails to meet the employer's testing requirements for any job at any time. Fourth, there are multiple safeguards against violations of the jointly esablished rules governing the operation of the referral system, including Federal law as well as internal grievance procedures that provide clear remedies for violations complained of at these hearings.

These four points have been ignored or misrepresented at these hearings and elementary principles of justice demand their recognition. Once they are understood, the principle concerns of nearly all the witnesses evaporate.

Finally, delays in the processing of complaints of unfair labor practices have been mentioned at these hearings. These delays are [illegible] serious concern not only to the individuals who testified here but to this Union as well. On this point, the Brotherhood seeks your support in labor law reform that will eliminate the veritable jungle of procedural escape [illegible] that may be used to delay, prolong or simply avoid a final determination of a complaint filed with the National Labor Relations Board.

The International Brotherhood of Boilermakers - An Overview

At the outset, it is useful to present a brief description of the International Brotherhood. I am the representative of more than 100 thousand workers throughout the United States and Canada. Not all our members are welders, as some might assume from your past hearings. In fact, welding is only one of many skills that a Boilermaker member may possess. This Union is organized into several divisions, and represents workers in the construction industry, the manufacturing industry, the forging industry, the railroad industry and the ship building industry. The diversity of our members' employment is illustrated by the fact that Boilermakers in Massachusetts may be making golf balls while Boilermakers in Georgia may be helping build our nation's nuclear power plants. Other members are today contributing to the defense of this nation at ship building sites on the Gulf Coast and East and West Coasts of this country.

These oversight hearings have concentrated on Boilermakers in the construction industry. Yet, while these oversight hearings have concentrated on just one part of a much larger union, they have not fully described the wide diversity of employment by Boilermakers in that single group. For example, most of the witnesses who appeared before this Committee were welders. Yet, welders perform only one critical job of many that construction Boilermakers must be qualified to do. At any construction site, Boilermakers may be certified welders or they may be riggers that have little welding experience, or they may be experts in blueprint reading, with minimal welding experience. Even those persons with welding experience may have entirely different qualifications. For example, a welder may be a "certified welder", that is, a person who is "certified" to perform a specific type of welding in accordance with specific welding codes and procedures. By these examples, I wish to set aside the impression that has been created by certain witnesses that all Boilermakers who do construction work must be certified welders. That is simply not the case.

The Allegations

The most persistently heard allegation at the four past hearings claimed that "unqualified persons" can buy "journeyman Union cards" -- or "books" -- at Boilermakers' Local Lodges and that possession of these "books" enable unqualified persons to secure lucrative welding work at nuclear and fossil-fueled construction plant sites. That charge is without foundation in fact or the logic of the construction industry.

The starting point for illustrating the multiple false premises underlying this charge of "unqualified applicants" buying books is the International Constitution of the Boilermakers' Brotherhood, (Brotherhood Exhibit No. 1) which is the governing law of this Union. That document clearly and unequivocably refutes the frequently made statement during these hearings that an applicant must complete an 8,000 hour requirement or an apprenticeship program to qualify for membership and a "journeyman book" in this Union.

1. Requirements for Application: Under the Constitution of the International Brotherhood, membership in the Boilermakers is open to all persons regardless of race, creed, color, sex or national origin, desiring to work at the trade. To apply for membership in the Brotherhood, Article XXV of the International Constitution requires only that an applicant: (1) be of minimum working age under applicable Federal, Provincial and state law; (2) be employed at the trade or seeking re-employment at the trade; (3) not be a member of another competing construction union;

and, (4) not be a member of the Communist Party or similar subversive organization.

There is no requirement that a person demonstrate 8,000 hours experience in construction work. Such a requirement would, *a fortiori*, work against thousands of men and women members of this Union. Indeed, there is no 8,000 hour requirement mentioned anywhere in the Union's Constitution as a condition precedent for application and membership. The International Constitution does not permit Local Lodges to adopt any rules that are inconsistent with Article XXV of the International Constitution. Nor can Local Lodges create any other requirements that restrict applications for membership.

2. Processing the Application: Article XXV also describes the rules for processing membership applications. Under Article XXV, applications for membership are made on official forms furnished by the International Brotherhood, are signed by the applicant and attested to by the Secretary-Treasurer of a Local Lodge. These applications are made at the Local Lodge and, in turn, forwarded to the International Brotherhood together with an initiation fee. Upon receipt of a signed application and initiation fee and approval by the International Union, the applicant may become a member of the Union.

I wish to emphasize that the procedure that I just described to you is the only way that an individual may apply for membership in this Union. It has been suggested at these hearings that the Brotherhood return to a system of allowing applications for membership to be contingent upon tests administered and a membership vote at the Local Lodge, wherein one vote could deny an applicant's membership. At the hearing held on June 29, 1983, a witness recounted his personal experiences in joining a Local Lodge and argued for a return to a system under which any member could arbitrarily veto an application if an arbitrary test standard was not met. We see no appeal to this approach.

Applications for membership today in this Brotherhood are not contingent upon an arbitrary set of standards that might be administered at the Local level to discriminate against persons, especially those in minority groups, who desire to join the Brotherhood and earn their livelihood as Boilermakers. This Union has supported affirmative action programs designed to open training in the construction industry skills to all groups and this Union has expended considerable amounts in improving its training programs so that its members will remain competitive in a changing economy.

3. Residency Requirements: With regard to the processing of membership applications, it has been stated before this Committee that "it is a tip-off that the book may have been fraudulently purchased when the address of the member is nowhere near the vicinity of the local." Indeed, a former Local Lodge representative made that statement before this Committee on June 29, 1983.

Although that representative was not under oath, I must tell you that his statement is simply erroneous and without any support. In fact, an applicant may apply for membership at any Local Lodge where he is working or seeking re-employment under the jurisdiction of that Lodge. To require an applicant to apply for membership only in the vicinity where he resides would unfairly deny membership to individuals seeking work in a highly transient industry.

I have read testimony at these hearings in which individuals have attempted to interpret our Constitution. For example, a former officer in Local Lodge 329, Walter J. Fisher, interpreted Article XXV of our Constitution at these hearings on June 29, 1983, to mean that an applicant is prohibited from applying for membership in the jurisdiction of a Lodge where he is not a "resident". That interpretation is flatly wrong and without the slightest support in law or fact. Similarly, other witnesses have testified that our Constitution requires an applicant to possess 8,000 hours or more experience in field construction work before a "mechanic" card or "union book" can be obtained. Again, that interpretation of our Constitution is not only flatly wrong but is totally unsupported in the very wording of the Constitution itself. Common sense as well fact also refute that view. There is simply no support for these epiphanies from "journeymen" preachers of the Union's rules and regulations.

On this point of interpreting the Constitution of the International Brotherhood, I feel compelled to observe that while many persons have appeared before this Committee with their own peculiar interpretations of our governing law, the fact is that the Constitution itself has conferred upon the Office of the International President the exclusive power to interpret this Constitution when the Brotherhood is not meeting in convention assembled. That exclusive power to interpret the Constitution has been repeatedly recognized with approval by various Federal Circuit Courts in judicial decisions. See for example, Vestal v. Hoffa, 451 F.2d 706 (6th Cir. 1971), cert. denied, 406 U.S. 934 (1972) and Stelling v. International Brotherhood of Electrical Workers, 587 F.2d 1379 (9th Cir. 1978), cert. denied, 442 U.S. 944 (1979). Just as the Federal courts give "great deference" to the authorized official's interpretation of a Union's constitution, I am requesting this Committee to do so also.

We must emphasize again that the governing instruments of this Union require neither residence in a Local jurisdiction nor 8,000 hours welding or other construction work experience before an application may be received.

4. Initiation Fees: It has also been alleged that applicants have paid exhorbitant fees to "purchase" memberships. While frequently made, this charge is most distinguishable by the lack of specifics which accompany it. There are both constitutional maximum and minimums that may be charged by a Local Lodge as an initiation fee. The maximum initiation fee chargeable by a Local Lodge is $500 and the minimum is $25, although a complete or partial waiver of even the minimum amount may be ordered by the International President. In any event, and regardless of the initiation fee set democratically by the membership of a Local Lodge, the International will receive a sliding scale percentage of that initiation fee with the amount receivable by the International not to exceed $75.

The fee structures for both the International Union and its Local Lodges are set by constitutional provision. To the extent that any Local Lodge charges in excess of $500 as an initiation fee, the Brotherhood will review the matter thoroughly. As Brotherhood Exhibit No. 4 demonstrates, I have reiterated to all our Local Lodges the constitutional maximum chargeable as an initiation fee and I assure you that I will take swift corrective action if any verifiable violation of the Brotherhood's Constitution or applicable law is brought to my attention.

5. Union Identification Cards: There is no such thing as a "journeyman book" or "mechanic's book" in this Union. Apparently, a great deal of confusion has spawned from the existence of "classifications" appearing on the initiation fee receipt card (attached as Brotherhood Exhibit No. 2) that is mailed to new members upon admission to the Union. While membership applications are received and initiation fees are tendered at Local Lodges, no Local Lodge has the authority or power to issue that initiation fee receipt card. These receipt cards are mailed to the new member from the International's headquarters in Kansas City, Kansas.

The designations appearing on this card -- mechanic, journeyman, trainee, apprentice, clerical and production worker -- are nothing more than internal, organizational designations. Based on my personal experience with employers, I assure you that those designations have no relevance to the qualifications for hiring and referral that are based on actual work experience of a Boilermakers' member. Indeed, under the National Joint Rules and Standards for referral agencies, the initiation fee receipt card is wholly irrelevant. As I stated at the outset, it is actual, demonstrable experience and skills that determine hiring in the field construction industry, and not any internal Union designation appearing on an initiation fee receipt card.

The Referral System

It has been charged by both anonymous witnesses and others that "unqualified" persons are able to secure lucrative construction welding jobs merely because they bought "journeyman Boilermakers' books". To persons familiar with Union construction operations, this charge is far-fetched, confused, and wholly contrary to actual practice. Any concerns that may be raised by this charge evaporate with an understanding of the construction industry referral system. Indeed, pure economics render the charge incredible.

1. The Referral Agency Or "Hiring Hall": It is a common practice for construction contractors to use referral agencies, or "hiring halls" operated by construction trade unions. These referral agencies provide construction

contractors with a ready source of labor on an "on-call" basis and at known, fixed wages. The system is especially suited to the construction industry, where contractors must be able to forecast with certainty wage costs and have available a reliable source of labor when they bid for work. That latter service is very important because very few contractors have their own employee work force.

Under Federal labor law, these Union hiring halls must be operated on a non-discriminatory basis. That is, with certain well-defined exceptions for specially skilled persons, hiring halls must assign job referrals on a "first-come, first-served" basis to all persons registered on the hiring hall's referral list. Union and non-union workers alike are entitled to use the services of hiring halls, and the services of Boilermakers' operated hiring halls are open to non-union workers on the same basis as to union members. No special preference in hiring hall referrals arises from union membership, and violations of that rule may be remedied by the National Labor Relations Board. See, for example, Teamsters Local 357 v. N.L.R.B., 365 U.S. 667 (1961).

But referrals from union hiring halls do not guarantee hiring by an employer nor does the referral require an employer to hire the referral. Employers have exclusive rights to administer job-related tests and not hire persons who cannot meet job requirements. This right is absolute and applies throughout the construction industry. In the construction industry, where the hiring of an unqualified referral could literally "break" the contractor or the project schedule, this "right of rejection" is vigorously enforced.

2. The Joint Agreement On Hiring Hall Standards In The Boilermaker Construction Industry: Approximately seven years ago, representatives of this Union and representatives of each Boilermaker National Agreement Negotiating Committee were called together for re-activating and appointing a new National Joint Rules and Standards Committee. The express purpose of this Committee was to review and revise the old minimum referral standards of 1959 under which Boilermakers' hiring halls operated.

Both employers and the Boilermakers' Union recognized the need for minimum standards in hiring hall operations that would provide for the fair and equitable referral of workers for performance of work in the boilermaking construction industry. These minimum standards, urged by construction employers, were developed jointly, through the close cooperation of employers and the International Brotherhood of Boilermakers. Because they are a product of union-employer cooperation, they are also enforced jointly and updated periodically to meet the changing needs of the Union and construction contractors.

Attached to this statement is the most recent agreement of the "National Joint Rules and Standards Governing Operation of Exclusive Referral Plans". (Brotherhood Exhibit No. 3). This agreement is especially remarkable in contrast to the non-union construction sector, where there may be absolutely no minimum standards for construction workers. But for purposes of these hearings, it is critical to understand two points. First, these rules and standards apply equally to Union and non-union workers alike who use Boilermakers' hiring halls. Thus, the requirements in these standards have no direct pertinency to membership status in the Boilermakers' Union. Second, the hiring hall agreement has a grievance system that is empowered to remedy violations of referral rules. That grievance procedure is in addition to the "grievance system" available to workers under the Labor Management Relations Act and the National Labor Relations Act. Thus, participants in the Boilermakers' hiring hall system have a dual set of protections readily available to protect them against discriminatory treatment.

3. The 8,000 Hour Requirement: It has been repeatedly charged at these hearings that persons without the "8,000 hours experience" allegedly required to hold a Union "journeyman's book" are able by "purchasing" such books at exhorbitant prices to obtain lucrative construction welding jobs. That charge and its premises are as mistaken as the allegation that non-apprentice applicants must demonstrate 8,000 hours work experience to apply for Boilermakers' membership. The charge is also illogical in light of the rights of employers to reject unsatisfactory referrals.

I have carefully studied the transcripts of previous hearings to ascertain how the confusion over an 8,000 hour requirement arose and, secondly, to determine what, if any, relevance any 8,000 hour requirement has to these hearings. Clearly, there is no 8,000 hours "requirement" for membership in the Boilermakers' Union. And neither by law nor practice does Union membership or possession of a initiation fee receipt card "entitle" a person to a construction job referral. In light of those facts, it appears that the misassociation between an 8,000 hour requirement and "entitlement" to journeyman's wages arises from the National Joint Rules and Standards Agreement governing hiring hall operations.

At the urging of contractors, employer and Boilermakers members of the National Joint Rules and Standards Committee jointly adopted an 8,000 hour standard regulating placement on out-of-work lists maintained by Boilermakers' Local Lodges operating exclusive referral agencies. Under this standard, both Union and non-union workers alike must establish "8,000 hours actual, practical working experience in the boilermaking trade" to qualify for registration on the out-of-work list maintained at a Local Lodge hiring hall. See, Boilermakers Exhibit 3. This requirement applies equally to Union and non-union workers and is relevant only to referrals for jobs; but registration on the hiring hall list does not in any way guarantee hiring or entitlement to a specific construction job.

Simply stated, the "8,000 hour" requirement that has been repeatedly mentioned at these hearings relates only to placement of an individual on the referral list of a Boilermakers' Local Lodge. And, as I have explained, the designation on the dues receipt card that a member receives upon admission to the Brotherhood does not necessarily indicate that new member's work experience.

There is no link between 8,000 hours and membership or any classification in this Union as a "mechanic" or "journeyman", and no contractor can be forced to hire a referral based on Union membership.

Test Cheating

Several witnesses have testified at these oversight hearings that they are personally aware of or have participated in falsifications of welding tests at construction sites where nuclear and fossil-fueled power plants were built. While a reopened Nuclear Regulatory Commission (NRC) investigation has disproved the majority of these charges, this allegation, more than any other, is the most distressing to me.

The International Brotherhood has little, if any, real control or ability to stop such practices because hiring, testing of a welder's skills and the issuance of welder certification cards are matters within the exclusive control of employers. But such allegations, left unchallenged, severely harm our Union's reputation for superb craftsmanship, reliability and pride in our work.

Because "test cheating" and the use of "ringers" to bypass welding certification requirements can only succeed with the consent of a contractor, therein lies my main concern. For, the Union's reputation may suffer if bad welds do result from test cheating, but the Union is virtually powerless to stop the practice if individual members participate.

The Nuclear Regulatory Commission, an independent Federal agency with investigative expertise, has investigated many of the test cheating allegations and has examined welding records. Those investigators have interviewed witnesses, performed surveys and checked nuclear site records; many of those interviews were transcribed by official court reporters. Based on its probe, the NRC found no convincing evidence to substantiate the allegations made. In fact, many of the statements and charges made by witnesses at these hearings were directly contradicted by the Commission's investigative findings, and major discrepancies in witnesses' testimony were uncovered.

For the Brotherhood's part, on September 16, 1983, a letter was published to all 400 of our Local Lodges. That letter (Brotherhood Exhibit No. 4) states that the Brotherhood will "use our full strength and resources to protect and seek redress for any improper action against individuals who refuse to commit what is an unconscionable and illegal act, offensive to true craftsmen and trade unionists."

The Brotherhood assures this Committee that it will take firm, positive action not only to protect any person who comes forward to expose such test cheating but will do all that is lawful within the context of the Landrum-Griffin Act and the Labor Management Relations Act to discipline those persons within this Union who participated in such activities. Quite simply, the reputation of this Union is at stake in this matter. The Brotherhood will not tolerate the dissolution of our 100 year legacy of fine craftsmanship, honesty and integrity that would surely result from such practices.

Transfer Of Memberships

Concerns have been voiced at these hearings that members of this Union have been denied their right to transfer from one Lodge to another or from the National Transient Division to a Local Lodge. Some witnesses have attempted to raise an inference that they were adversely affected by wrongful denials of transfer requests.

The Constitution of the International Brotherhood has a specific section governing the matter of transfers of membership between Lodges. To summarize this provision, it is the law of this Union that a transfer application of a member may be accepted by vote of the membership of a Local Lodge or as prescribed in approved Lodge by-laws. Alternatively, transfer of membership into a Lodge is automatic where a member can demonstrate that he has worked within the jurisdiction of the Lodge for a period of 8,000 hours during which time his Traveling Card has been on deposit with the Lodge and, secondly, where his permanent residence is within the Lodge's geographical jurisdiction.

These transfer rules in no way restrict work opportunities nor do they have any effect on a person's ability to register on a Lodge's out-of-work list. Indeed, they are completely inapplicable to non-members of this Union who use Boilermakers' hiring halls. And, Boilermakers members unable or unwilling to transfer their membership remain eligible for referral from a Lodge's "out-of-work" list if they satisfy the minimum standards set forth in National Joint Rules and Standards Agreement.

Independent Agency Findings

In an earlier letter to the Chairman of this Committee, I noted that several independent Executive branch agencies have investigated the allegations heard at these hearings. I also pointed out in my letter that the past history of the charges and the repeated published findings of the three independent Executive branch agencies -- the FBI, the NRC and the NLRB -- strongly indicated the lack of substance to the allegations. A fourth Federal body -- the Department of Justice -- later expressed the view that if true, the charges mainly amounted to unfair labor practice complaints that are remedial by the NLRB.

Although the first series of FBI, NLRB and NRC investigations produced substantial evidence contradicting the allegations of unfair hiring hall practices and improper welds at nuclear plant construction sites, I understand that at the Chairman's request, at least two agencies agreed to re-open closed investigations. The investigative findings of these re-opened investigations have not yet been made available to the International Brotherhood and I hereby request access to them. We believe that these findings, like the first set of findings, will be useful in assessing the credibility and foundation of the charges.

The Brotherhood's Role

Finally, I wish to emphasize the record of cooperation that the International Brotherhood has compiled in connection with these hearings and in various Federal investigations therewith.

These hearings have entertained repeated allegations of "illegal book selling" and various witnesses have claimed that these charges support an inference of Federal criminal violations and the need for stiffer laws. Indeed, one witness used an unsupported and apparently unresearched allegation made by his client to justify that inference. But the single verified instance of "book selling" was discovered by the International Brotherhood in

1980 and turned over immediately by the Brotherhood to the Department of Labor and the Department of Justice for investigation. That matter involved a "con artist" who used the United States Mail to sell bogus union memberships and to issue forged or phony initiation, reinstatement and dues receipts. That "con artist" was not a Brotherhood member or in any way connected with this Union or its Local Lodges. He was successfully prosecuted and convicted of fraud and sent to jail.

This episode points to the fact that existing Federal law guards against such frauds and that where evidence exists of criminal practices, the perpetrators are prosecuted. It also points to the degree of cooperation that this Union has given to protect its good name.

During these hearings, International Union representatives have met on three separate occasions with majority counsel and investigators. This Union's representatives have answered all questions asked, without reservation. The Union has also produced documents on numerous occasions and it will continue to produce all relevant, competent evidence to assist the Committee's work.

I am here today without reservation and at my own request to answer your questions. But before these hearings proceed further, the Brotherhood emphasizes that where it finds verifiable instances of non-compliance and disregard of the International Constitution immediate, remedial action has been taken. It is the policy of this Union to move decisively where breaches of its Constitution or the law come to its attention.

I wish to introduce into the record my letter dated September 16, 1983, to all 400 Local Lodges of this Brotherhood. (Brotherhood Exhibit No. 4). I simply will not tolerate any activities that detract from the hard-earned and well-deserved reputation for honesty and integrity that this International Union enjoys. But before I act, there must be complaints that are capable of being verified and those complaints must not be frivolous. We must recognize that there is a point at which the frequency of unjustified complaints and unproven allegations becomes tantamount to disruptive harassment.

In this particular matter, many -- if not all -- complaints have been independently investigated by objective federal executive branch agencies using trained, experienced investigators. Those investigations have generally proven the insubstantiability of and lack of foundation for the charges. As do the courts of this nation, I believe that this Committee should accord those independent and investigative agency findings great weight.

This sworn statement is made with the expectation that the Brotherhood will be able to supplement it in view of the fact that the Brotherhood's initial invitation to appear and offer evidence on October 25, 1983, was withdrawn unexpectedly by Committee Majority Staff on Tuesday, October 18, 1983. The Brotherhood was assured that it will be permitted to make a fuller submission at a later time and present other evidence. The International Brotherhood intends to do so.

Charles W. Jones

Charles W. Jones

Subscribed and sworn to before me this _____ day of October, 1983.

____
Notary Public

My Commission Expires:

____

JOY L. SHOMIN
WYANDOTTE COUNTY, KS
My Appt. Exp. ______

GOVERNING OPERATION OF EXCLUSIVE REFERRAL PLANS

WHEREAS, collectively bargained standards for operation of locally administered referral rules are required by federal law and considered of utmost importance for effective, fair and equitable referral of workers for performance of work in the boilermaking industry; and

WHEREAS, the International President and the respective employer chairmen of each Boilermaker National Agreement Negotiating Committee have re-activated and appointed the National Joint Rules and Standard Committee for the purpose of reviewing and revising, where necessary, the Minimum Standards dated September 15, 1959; and

WHEREAS, it is the desire of those employers who by agreement establish the local lodge as their exclusive referral agent to retain some means of effective control of the work force, which is casual and transient by nature of the industry, by negotiated, employment-related discipline implemented ministerially through the offices of the local lodge,

NOW, THEREFORE, the following Minimum Standards for Local Joint Referral Rules are hereby established:

1. SELECTION AND DUTIES OF LOCAL JOINT REFERRAL RULES COMMITTEE

1.1 Selection:

The Local Joint Referral Rules Committee shall be composed of a minimum of two (2) employer representatives and two (2) union representatives. The employer representatives shall be appointed by the chairman of the local or area employers' negotiating committee. The union representatives shall be appointed by the local lodge business manager.

1.2 Duties:

The Local Joint Referral Rules Committee shall be empowered to establish or modify from time to time, as deemed advisable for the operation of the exclusive referral procedure, any and all rules and regulations, consistent with the Minimum Standards, including the establishment of appropriate out-of-work lists. Such proposed rules or modifications shall be submitted to the National Joint Rules and Standards Committee for approval as to conformance with the Minimum Standards prior to implementation.

BROTHERHOOD EXHIBIT 3

2.1 Selection:

A Panel shall be established, consisting of an equal number of neutral employer and union representatives. The union representatives shall be appointed by the International President or his designee and the employer representatives shall be appointed by the chairman of the employers' negotiating committee. A Local Joint Referral Disputes Committee shall be selected from this Panel in equal numbers. In no event, however, will an agent of any party involved in a dispute be allowed to participate as a member of a Local Joint Referral Disputes Committee.

2.2 Duties:

2.2.1 The Local Joint Referral Disputes Committee shall investigate, hear and decide disputes arising out of the exclusive referral procedures, including, but not limited to, disputes arising out of work registration, qualifications and competency of applicants, work referrals, preparation of the referral registration list and application of referral suspensions as specified in Article 6 below.

2.2.2 The Local Joint Referral Disputes Committee shall convene on a monthly basis, as needed, to consider any referral disputes of record which have gone unresolved through the preliminary steps of the local joint referral disputes procedure.

2.2.3 The Local Joint Referral Disputes Committee will have full authority to determine the merit of any dispute properly submitted to it and to fashion appropriate remedies. In cases where the dispute involves a claim of misapplication of exclusive referral procedures by the local lodge acting as referral agent, an appropriate remedy will include payment of lost wages to the disputant by the local lodge only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the exclusive referral procedures. Decisions of the Local Joint Referral Disputes Committee shall be rendered in writing, signed by the committee members, transmitted to all parties to the dispute and reported to the National Joint Rules and Standards Committee. Such decisions shall be final and binding.

Committee fails to render a decision, it shall submit the dispute to an impartial umpire to be appointed by the National Joint Rules and Standards Committee. The appointed umpire will have full authority to determine the merit of such dispute and to fashion an appropriate remedy. In cases where the dispute involves a claim of misapplication of referral procedures by the local lodge, an appropriate remedy will include payment of lost wages to the disputant by the local lodge only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the referral procedures. The fees and expenses of the umpire will be assessed among the participants at the discretion of the umpire absent prior agreement. Decisions of the impartial umpire will be final and binding.

2.2.5 Prior to a request for a Local Joint Referral Disputes Committee hearing, the individual shall exhaust all available remedies with the administrator of the Local Joint Referral Rules.

3. OUT-OF-WORK LISTS

3.1 The local union shall establish and maintain an out-of-work list for registration and referral of qualified boilermaker journeymen and other applicable classifications. Registrants shall be referred from the out-of-work list in a nondiscriminatory, fair and equitable manner. This may include provisions to alleviate inequities or problems that arise due to variations of job duration or job requirements. Additional out-of-work lists for registration of qualified boilermaker journeymen and other applicable classifications may, where circumstances warrant, be established only on the basis of residency and/or work experience in the area of primary labor supply, which shall be a geographical area defined in the terms of state, county, city, or zone boundaries, or a combination thereof as determined by the Local Joint Referral Rules Committee.

3.2 A separate out-of-work list may where circumstances warrant be established to facilitate the registration of applicants with less than the qualifications necessary to be classified as a boilermaker journeyman, apprentice or other applicable classification. Such lists shall be maintained and operated in a fair, equitable, and nondiscriminatory manner.

his availability for work in accordance with applicable Area or Local Joint Referral Rules.

4. APPLICANTS FOR REGISTRATION

4.1 BOILERMAKER CLASSIFICATIONS

All applicants for registration on out-of-work lists shall be required to complete a non-discriminatory application form setting forth required personal statistics together with a detailed record of experience and qualifications in the trade in order to be properly registered in one of the following classifications:

4.1.1 Qualified Construction Boilermaker:

Boilermakers shall be qualified for registration on a boilermaker out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the boilermaking trade in the building and construction industry or who have satisfactorily served an apprenticeship in the trade of field construction boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

4.1.2 Qualified Boilermaker Apprentice:

Boilermaker apprentices shall be qualified for registration who can establish they are indentured and serving an apprenticeship as field construction boilermaker under an apprenticeship program approve by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

4.1.3 Any other classifications as defined and contained in the applicable collective bargaining Agreement.

4.2 SUPPLEMENTARY OUT-OF-WORK LISTS

When an applicant wishes to register and does not qualify as a boilermaker journeyman, apprentice or other applicable classification, he may be registered on any supplementary out-of-work list established for registration of such individuals in accordance with 3.2 of the Minimum Standards and referred for work under the terms and conditions of the applicable collective bargaining agreement.

Competent and qualified registrants shall be referred and employed exclusively from the out-of-work lists in a non-discriminatory, fair and equitable manner. This shall be done immediately and in accordance with the requirements of the employer's job.

5.2 The union and the employer agree that referral of all classifications of construction boilermakers shall be on the following basis:

5.2.1 Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements.

5.2.2 The employer retains the right to reject any job applicant referred by the union. In the event the employer does reject the job applicant, the applicant's status on the out-of-work list shall not be affected. The employer shall, upon request, give his reasons, in writing, for rejecting any applicant who has been referred to him for employment.

5.2.3 The union and the employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the Local Joint Referral Rules. The local referral agency shall furnish to each jobsite a copy of the Local Joint Referral Rules for Posting.

5.3 Attached hereto as an Appendix to these Minimum Standards are the MODEL Joint Referral Rules, which are deemed by the National Committee to comply with these Minimum Standards and are to be used by Local Joint Referral Rules Committees as a guide in structuring Local Joint Referral Rules.

6. SUSPENSION AND REMOVAL FROM OUT-OF-WORK LISTS

6.1 FIFTEEN (15) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a fifteen (15) day period for any of the following:

6.1.1 Accepting a referral and not reporting to the job ready for work at the appointed time unless the individual has a reasonable excuse approved by the employer and business manager.

the party withholding approval shall timely notify the individual in writing of the reason that such approval is withheld.

6.1.3 Two (2) consecutive refusals of offered employment within the jurisdiction of the local referral facility, unless the individual has a reasonable excuse which is acceptable to the business manager The excuse or excuses must be noted each time of occurrence on the individual's referral record.

6.1.4 Discharge from employment for just cause.

6.1.5 IMPOSITION AND APPEAL OF FIFTEEN (15) DAY SUSPENSIO

All suspensions imposed pursuant to Section 6.1 of these Rules shall be immediately imposed and applied against the individual in question upon registration. It shall be the responsibility of the referral agent to advise any registrant or applicant for registration on the out-of-work list of any such suspension. The individual shall have the right to file a timely dispute or grievance, whichever procedure is applicable, challenging the propriety of the suspension imposed. However, such suspension will not be held in abeyance pending exhaustion of the grievance and/or dispute procedure. The time period for invoking the applicable procedure shall begin to run when the affecte individual is reasonably notified of the suspension or circumstances requiring a suspension pursuant to 6.1 of the Minimum Standards.

THIRTY (30) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a thirty (30) day period upon a second discharge from employment for just cause within a six (6) month period.

NINETY (90) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a ninety (90) day period for the following:

6.3.1 Intentionally supplying the local referral agency with false data, records, or other information used to establish qualification for registration and/or referral.

6.3.2 Three (3) discharges from employment for just cause within a twelve-month period.

6.3.4 Intentional interference with proper operation of the exclusive referral procedures by obtaining or seeking to obtain bargaining unit employment with a signatory employer directly, in circumvention of the exclusive referral procedures, or by any other act calculated to circumvent and/or disrupt efficient, fair and equitable operation of the exclusive referral procedures.

6.3.5 Illegal strike activity.

6.3.5.1 Involvement in any illegal strike or any work stoppage, slowdown, or other miscondu intended to effect a curtailment of work i violation of the no strike obligation of t Collective Bargaining Agreement.

6.3.5.2 Insistence upon recognition of any picket when such is in violation of a no strike obligation in the applicable Collective Bargaining Agreement.

6.4 IMPOSITION AND APPEAL OF THIRTY (30) AND NINETY (90) DAY SUSPENSIONS

6.4.1 Any individual against whom a suspension is prospectively to be applied pursuant to the foregoing provisions of 6.2 and 6.3 shall be first given notice and opportunity to have the propriety of such suspension considered through timely invocation of the appropriate grievance and/or dispute procedure. The time period for invoking the applicable procedure shall begin to run when the affected individual is reasonably notified of the suspension or circumstances requiring a suspension pursuant to 6.2 or 6.3 of the Minimum Standards. No such suspension will be implemented against any individual except upon a final determination as to the propriety of such suspension in accordance with the appropriate grievance or dispute procedure or upon default or waiver by the individual of his right to grieve or dispute the matter in a timely fashion.

6.4.2 It shall be the responsibility of the referral agent to advise a registrant or an applicant for registration on the out-of-work list of any prospective suspension then outstanding. Assuming that applicable time limits have not yet expired, the registrant or applicant for registration must, at that time, make an election either to initiate default. If the appropriate procedure is initiated in a timely fashion imposition of any suspension will be held in abeyance pending a final determination pursuant to 6.4.4 below.

6.4.3 If the registrant or applicant for registration waives invocation of the appropriate grievance or dispute procedure, or defaults, the suspension will become effective and will be applied immediately as to one who is then registered and applied against any other upon registration.

6.4.4 Should a registrant or applicant for registration elect to contest in a timely fashion any action which may lead to a suspension pursuant to 6.2 or 6.3 then such individual will be registered on the out-of-work list and be considered eligible for employment during the pendency of such grievance or dispute. Should any suspension be ultimately determined appropriate as against that individual by virtue of a final decision achieved through either the appropriate grievance or dispute procedure then such suspension will be applied immediately against that individual if then registered, or upon registration when next he registers for referral.

6.5 IMPOSITION OF AND APPEAL FROM SANCTIONS FOR SERIOUS OR CHRONIC MISCONDUCT

6.5.1 Misconduct demonstrating an individual's unsuitability for further employment as a field construction boilermaker (e.g. acts of violence, sabotage, serious and chronic violations of referral rules) will be referred to the National Joint Rules and Standards Committee for consideration and recommendation. Such misconduct may be cause for more serious disciplinary action up to and including permanent removal from all out-of-work lists in conformance with the Minimum Standards.

6.5.2 Should the National Joint Rules and Standards Committee be caused to believe that an individual has in accordance with the preceding paragraph, demonstrated himself unsuitable for further employment as a field construction boilermaker, that committee shall advise the individual in question, in writing, of its tentative conclusions and provide a reasonable opportunity for such individual to show cause why serious disciplinary action up to and including permanent removal from all out-of-work lists in conformance with the Minimum Standards should not be imposed.

In the operation of these exclusive referral procedures, referral suspensions may be imposed either as a direct result of employer action or by ministerial action of the referral agent in the course of administrating the provisions of exclusive referral procedure.

6.6.1 Grieve Employer Action

If the suspension would not be imposed but for action taken by an employer, such employer action and related suspension must be grieved through the basic grievance procedure of the applicable collective bargaining agreement. (e.g. a discharge for asserted just cause and related fifteen (15) day suspension).

6.6.2 Dispute Hiring Hall Action

If the suspension is otherwise imposed as the result of ministerial action of the referral agent such is properly the subject of the referral disputes procedures (e.g. two (2) consecutive refusals of offered employment) as are all complaints concerning fair, equitable, and non-discriminatory operation of the referral procedures.

6.6.3 Cumulative Suspensions

If an individual grieves an employer action the consequences of which could include a suspension of cumulative duration (thirty (30) and ninety (90) day suspensions for repeated discharge for just cause) such circumstances will be reviewed by the Local Joint Referral Disputes Committee upon exhaustion of the basic grievance procedure and prior to imposition of any cumulative suspensio

6.6.4 RESCISSION OR MODIFICATION OF SUSPENSIONS

Both the employer and union representatives to the basic grievance procedure and/or the Local Joint Referral Disputes procedure, as to all matters properly presented, shall be empowered to rescind or modify any suspension in accordance with the requirements of extenuating or mitigating circumstances adduced.

6.7 REPORTING OF SUSPENSIONS BY LOCAL LODGES AND NATIONAL COMMITTEE

All suspensions imposed shall be reported immediately on appropriate forms to the National Joint Rules and Standards less such suspension is otherwise modified in accordance with the basic grievance procedure or the Local Joint Referral Disputes procedure.

6.8 REPORTING BY EMPLOYERS

Employers shall cooperate with the referral agent by providing all information necessary and relevant to proper functioning of the referral system including written termination reports stating time, date and reason for any and all terminations.

7. REFERRAL AND TERMINATION RECORDS

It shall be the responsibility of each employer to provide and each local lodge to maintain detailed and accurate referral and termination records for each applicant referred to work within the jurisdiction of the local. Such records shall be subject to review and use by any duly appointed Local Joint Referral Disputes Committee or the Local Joint Referral Rules Committee.

8. AUDIT

The National Joint Rules and Standards Committee or its designated representative shall have the right to audit, at any time, the operation of any exclusive referral procedure that is subject to the Minimum Standards.

Kansas City, Kansas -- March 2, 1983

NATIONAL JOINT RULES AND STANDARDS COMMITTEE

FOR THE UNION:

Charles W. Jones

Jack Sloan
Jack Sloan

Joseph C Meredith
Joseph C. Meredith

FOR THE EMPLOYERS:

John F. Erickson

Roger W Magaw
Roger Magaw

Dean Freeman
Dean Freeman

BOILERMAKERS · IRON SHIP BUILDERS · BLACKSMITHS · FORGERS & HELPERS

New Brotherhood Building
Kansas City, Kansas 66101

CHARLES W. JONES
INTERNATIONAL PRESIDENT
CHARLES F. MORAN
INTERNATIONAL SECRETARY-TREASURER

September 16, 1983

Circular Ltr. #63/83

TO THE PRESIDENTS, BUSINESS MANAGERS AND
SECRETARY-TREASURERS OF ALL LOCAL LODGES

Dear Sisters and Brothers:

There have been persistent public allegations against some Lodges of this International Brotherhood regarding improper fees for initiation and reinstatement of members. There have also been public allegations that qualified craftsmen have taken welding tests for unqualified people assigned to weld on critical code work. Neither of these allegations have been proven and neither have been supported by facts, yet the charges continue to be made by certain public officials.

The purpose of this letter is to make it clear that the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers denies these allegations and to make it clear that we do not condone such practices. The International Brotherhood will move swiftly and deal appropriately with any Local Lodge, officer or individual member who we find to be engaged in either of these despicable and unlawful practices.

Allegation #1: That some Lodges or individuals are soliciting and/or accepting money, gifts or favors over and above the amount for initiation or reinstatement fees listed in the International Brotherhood Constitution and/or in approved Local Lodge By-Laws.

IF THIS ALLEGATION SHOULD BE PROVEN TRUE OF ANY LODGE OR INDIVIDUAL, IT WOULD BE A VERY SERIOUS VIOLATION OF FEDERAL (AND POSSIBLY STATE AND LOCAL LAWS) AND THE INTERNATIONAL BROTHERHOOD'S CONSTITUTION AND LODGE BY-LAWS. ANY INDIVIDUAL OR LODGE INVOLVED WOULD BE SUBJECT TO SEVERE CRIMINAL PENALTIES UNDER THE LAW AND FURTHER PENALTY UNDER OUR CONSTITUTION.

In 1980, the International Brotherhood discovered and turned over evidence to United States Postal authorities that an individual - not connected with the International Brotherhood in any way - was using the United States mail to sell bogus union memberships and to issue forged or phony initiation, reinstatement, and dues receipts. With the assistance of the International Brotherhood this man was found guilty of fraud and sentenced to prison in 1982. No Brotherhood member or Lodge was involved in this criminal activity.

BROTHERHOOD EXHIBIT 4

Allegation #2: That unqualified individuals, with assistance from all involved in giving welding tests, have by-passed required welding tests by having a so-called "ringer" take the test for them.

THIS ALLEGED PRACTICE, IF TRUE, COULD SUBJECT ALL INVOLVED IN PERPETRATING SUCH FRAUD TO CRIMINAL CHARGES. FURTHERMORE, SUCH A PRACTICE COULD SEVERELY HARM OUR UNION'S REPUTATION FOR SUPERB CRAFTSMANSHIP, RELIABILITY AND PRIDE IN CRAFTSMANSHIP, WHILE POSSIBLY ENDANGERING PUBLIC SAFETY.

Some individuals who are making these broadside allegations claim that they personally took welding tests for unqualified people - under duress of losing their jobs. If any individual represented by the International Brotherhood is requested or ordered to weld a test coupon for another person, he or she should promptly refuse and report the incident to the authorities and to this International Brotherhood. We will use our full strength and resources to protect and seek redress for any improper action against individuals who refuse to commit what is an unconscionable and illegal act, offensive to true craftsmen and trade unionists.

The allegations which are the subject of this letter are characterized as being "widespread and prevalent" by those public officials who wish to destroy our Union and its reputation. I know and you know that this is simply not true. The International Brotherhood has for more than 100 years been operated for the benefit of and service to its membership. The International Brotherhood is a strenuously self-policing organization and our membership's livelihood depends on our good reputation and clean record. We fully intend to so continue to protect and defend our Brotherhood's reputation.

Fraternally yours,

Charles W. Jones
International President

CWJ/mm
cc: C. F. Moran, IST
Int'l. Vice Presidents
Headquarters Staff
Field Staff
opeiu 320

NOTE: BECAUSE OF THE IMPORTANT SUBJECT MATTER OF THIS CIRCULAR LETTER, IT IS REQUESTED THAT THE ENTIRE LETTER BE READ AT YOUR NEXT REGULARLY SCHEDULED MEMBERSHIP MEETING AND THE LETTER BE POSTED ON THE APPROPRIATE BULLETIN BOARD.

STATEMENT OF DAVID L. LEWIS
BEFORE THE
SENATE COMMITTEE ON LABOR AND HUMAN RESOURCES

My name is David L. Lewis and I am the Secretary of the Board of Trustees of the Boilermaker-Blacksmith National Pension Fund located in Kansas City, Kansas. This Fund is a jointly administered trust organized under Section 302(c)(5) of the Taft-Hartley Act, 29 U.S.C. § 186(c)(5), for the exclusive benefit of employees of employers who choose to enter into collective bargaining agreements with Local Lodges of the International Brotherhood of Boilermakers, or the International Brotherhood itself, requiring contributions to the Pension Fund.

I understand that requests have been made in connection with these oversight hearings for disclosure of documents maintained by the Pension Fund. Certain witnesses have contended that disclosure before this Committee of the Pension Fund's "hourly summaries" of Fund participants will prove conclusively that certain individuals do not have the requisite "8,000 hours experience" in Boilermakers'-type field construction work. Supposedly, where Pension Fund records disclose that a participant has less than 8,000 hours participation in the Fund, that will prove also that those individuals are "unqualified" to be "mechanics" or "journeyman" workers and are, in fact, unqualified to do certain construction work. I submit this sworn statement voluntarily and at my own request to explain the Fund's position in this matter and to clarify for the record -- once and for all -- that the requested Pension Fund documents will prove nothing of the sort.

I am submitting for the record, a copy of a typical Pension Fund hourly summary compiled on behalf of an actual participant that was selected at random from Pension Fund files. The name and other personal identifying material of the participant have been deleted. This document (Pension Fund Exhibit 1) is a record of hours annually worked and the rate of employer contributions received, both listed by year, and the total hours worked for employers contributing to the Pension Fund.

This "hourly summary" annually reports only the number of hours worked by a person for an employer who has entered into a collective bargaining agreement that provides for employer contributions into the Pension Fund. This summary does not report the number of hours worked for non-union employers. Thus, using Pension Fund Exhibit 1 as an example, and referring to the year 1979, this participant is reported as having worked 1,483 hours for employers making contributions on the participant's behalf to the Pension Fund. This "hourly summary" does not report, nor would the Pension Fund have any way of knowing or reason to know, the number of hours worked for a non-union employer. This is because non-union employers do not contribute to this collectively bargained for Fund. Thus, while Exhibit 1 reflects 5,213.80 hours worked for Union contractors or employers, this participant may have in fact worked many hundreds, or even thousands, of hours for a non-union employer who had no contractual obligation to contribute to the Pension Fund.

It has been alleged by various witnesses that these "hourly summaries" will illustrate how many hours a person has worked in field construction. That assertion also has no merit.

As I have explained, the hourly summary does not report the number of hours worked for non-union contractors. More importantly, this hourly summary does not distinguish between field construction work, manufacturing work or shipyard work for contributing Union employers. This summary reports hours worked for contributing Union employers and nothing more. Thus, referring to Pension Fund Exhibit 1, the hours worked for Union employers for any given year may reflect a combination of shipyard work, field construction and manufacturing work. Obviously, these hours would not indicate in any way the type of work done in any one of those endeavors and the hourly summary would certainly not reflect, for example, that a person performed a given number of hours welding in field construction work or welding in industrial production type work.

I am aware that on May 24, 1983, the Chairman of this Committee addressed a letter to Mr. Keith V. Reed, Executive Director of the National Pension Trust, requesting production before the Committee of "a computer run of the hours worked by each member of Locals 687 and 154." On June 3, 1983, Mr. Reid acknowledged receipt of the Chairman's letter and replied that such disclosure was a policy matter to be decided only by the assembled Board of Trustees. On June 17, 1983, the full Board of Trustees voted unanimously to not disclose the requested information.

The basic concern of the Trustees of the Pension Fund then, as now, is that no individual participant be unjustly and unfairly maligned by totally false inferences that certain individuals might seek to draw from these hourly reports. For any person to state that a Pension Fund participant does not have 8,000 hours experience in field construction work because an hourly summary does not reflect 8,000 hours is totally and completely untruthful and fictitious. We are very concerned that false inferences might be drawn from these hourly summaries or that these hourly summaries might be used as evidence to support such false inferences. Because it is the duty of the Pension Fund Trustees to safeguard not only the integrity of the Boilermaker-Blacksmith National Pension Fund but to act only in the interests of Pension Fund participants, we have taken the position that no disclosure of these Pension Fund summaries should be made without receipt of signed, written waivers from the involved participants that direct us to make a disclosure. Without such waivers, the Board of Trustees of the Pension Fund sincerely believe that the unauthorized release of these Pension Fund summaries would prejudice certain participants and damage their future employment opportunities, for the inference would be that a person having fewer than 8,000 hours reported in his summary is "unqualified" to perform field construction work. A similar unjustified inference might be drawn against the Local Lodge where that person works and an equally unjustified inference might be drawn against the employer who employs that participant.

In conclusion, we respectfully request that the Committee accept the position of the Board of Trustees of the Boilermaker-Blacksmith National Pension Fund in this matter for the reasons set forth above.

David L. Lewis

Subscribed and sworn to before me this 19th day of October, 1983.

Joy L. Shomin
Notary Public

My Commission Expires:

12-31-85

NOTARY PUBLIC
STATE OF KANSAS
JOY L. SHOMIN
WYANDOTTE COUNTY, KS.
My Appt. Exp. 12-31-85

BALZARINI, CAREY & MAURIZI
ATTORNEYS AT LAW
3303 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219
(412)471-1200

October 24, 1983

Senator Orrin G. Hatch
United States Senate
Committee on Labor and Human Resources
Washington, D.C. 20510

Dear Senator Hatch:

I received your letter of October 20, 1983 with regard to the scheduled October 25, 1983 hearing, concerning my clients, the Boilermakers Union and its officers.

I do recall, on August 2, 1983, your committment to Gary Boring and Robert Stockdill as well as representatives of the National Labor Relations Board concerning hearing their testimony at a later date.

With reference to the furnishing of documents to your Committee staff, please be advised that Boilermakers Local Lodge 154 has submitted all documents and records which Jim Philips has requested of us in connection with your Committee hearings. Perhaps you are referring to the records which are in the possession of the Joint Employer-Union Trusteed International Pension Fund. These are the only records of which I am aware that have not, as of this date, been furnished to your staff because of certain legal problems which relate to the disclosure of individual participant's financial accounts with the Pension Fund. I understand those problems are being worked out with counsel for the International and members of your staff.

On October 13, 1983, in accordance with my agreement with Jim Philips and Mike Forcey, I directed a letter to your attention and the attention of Senator Edward Kennedy, which outlines a list of witnesses that we intend to present at the hearing, with a reservation of the right to call any additional persons as witnesses whose testimony would be relevant to the proceedings at hand. In case this letter was not brought to your attention, please find a copy enclosed.

Senator Orrin G. Hatch October 24, 1983

page two

I trust that you will permit us to present evidence on this record to clear up a great deal of the misunderstanding and misrepresentations which the witnesses who have testified have placed on this record.

As I stated in my October 13, 1983 letter to you and Senator Kennedy, we are prepared to proceed with our testimony on October 25, 1983.

Sincerely,

J. M. Maurizi

Enclosure

JMM:pm

BALZARINI, CAREY & MAURIZI
ATTORNEYS AT LAW
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PITTSBURGH, PENNSYLVANIA 15219
(412)471-1200

October 13, 1983

Senator Orrin G. Hatch
U. S. Senate
Committee on Labor and Human Resources
Washington, D.C. 20510

Re: Boilermakers Lodge 154, Pittsburgh, PA

Dear Senator Hatch:

Following a meeting with members of your staff held on October 12, 1983, in Washington, D.C., I would like to confirm my position regarding the presentation of witnesses and exhibits at the hearing scheduled for October 25, 1983.

Boilermakers Lodge 154 is prepared to present in support of its case, the following named persons:

1. Robert Cindrich, Esq. - former U. S. Attorney, Pittsburgh, Pa.
2. James P. Quinn - Secretary-Treasurer, Lodge 154
3. William Lawlor - Business Representative, Dispatcher, Lodge 154
4. Joseph Garritan - President, Lodge 154
5. Fred Gualtieri - Business Manager, Lodge 154
6. Charles Chambers - International Business Representative
7. John Kolb - Assistant Coach, Pittsburgh Steelers
8. Gregg Hanamun - Former Pittsburgh Steeler
9. J. Bruce Johnson - Vice President, United States Steel Corporation
10. Robert McCormick - Executive Director, National Contractors Association
11. Edward Schneider - President, Schneider's, Inc.

12. Foster Grose - Weaver & Associates, Inc.
13. William Morrisey - Pension Manager, Connecticut General Life Insurance Co.

We further reserve the right to call any person as a witness whose name is placed on the record by additional testimony in the future course of these hearings.

The areas of our witnesses' testimony was discussed at our October 12, 1983 meeting with the stafff, with the exception of Mr. Grose and Mr. Morrisey. We intend to file written summaries of testimony on or before October 21, 1983.

I trust that my clients will be given a full and fair opportunity to present their side of the case with the same liberality afforded the witnesses who testified at the May 11 and 13, 1982, and June 29 and August 2, 1983 hearings conducted by the Chairman.

Sincerely,

J. M. Maurizi

cc: David Elbaor, Esq.
Mr. Mike Forcey
Kevin McGuiness, Esq.

JMM:pm

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DAVID W. ELBAOR

October 24, 1983

Honorable Orrin G. Hatch
Chairman, Committee on Labor
and Human Resources
United States Senate
Washington, DC 20510

Re: Boilermakers' Oversight Hearings

Dear Chairman Hatch:

The International Brotherhood of Boilermakers is deeply disappointed by the unexpected cancellation of the Brotherhood's opportunity to appear and present evidence on October 25, 1983 in response to various allegations that have been made at four earlier oversight hearings of the Senate Labor Committee. As you know, the October 25, 1983 hearing date had been set nearly a month ago by mutual agreement and, as our several letters to the Committee's majority staff indicated, the Brotherhood was fully prepared to present testimony and evidence that would not only clear the confusion surrounding most -- if not all -- the charges made, but would in all likelihood satisfy all concerned that the charges and accusations are ill-founded and without substance.

The Brotherhood appreciates your statement of commitment to "hearing testimony from union officials at a later date" provided certain documentation is reviewed, but the Brotherhood wishes to make clear that it has already provided every document in its power that was requested by the Committee. Of course, the Brotherhood will continue to provide all relevant, probative documents upon reasonable request. Indeed, the Brotherhood's representatives have met on four separate occasions with Committee majority staff to deliver documents and explain lawful trade union and construction industry practices. In light of our record of cooperation and willingness to present evidence, the Brotherhood remains hopeful that it will be permitted an opportunity to make its case.

We remain deeply concerned that these oversight hearings, involving many repetitious charges from "repeat" witnesses, may continue to go forward without exposure of the most essential false premises and misstatements behind the charges. Principles of basic fairness to the Brotherhood, its members and their democratically elected representatives require exposure of those witnesses' multiple false and misleading statements and we believe that our evidence, presented in a neutral, dispassionate form, will do so. Frankly, we doubt that any of the concerns raised by the accusations will survive once that presentation is made.

Very truly yours,

David W. Elbaor
Special Counsel to
International Brotherhood
of Boilermakers

STATEMENT OF ROBERT J. CINDRICH, ESQUIRE
BEFORE THE COMMITTEE ON LABOR AND HUMAN RESOURCES
OF THE UNITED STATES SENATE
SENATOR ORRIN G. HATCH, CHAIRMAN

Submitted: October 25, 1983

STATEMENT

Before commencing my statement I should like to thank Senator Hatch for affording me this opportunity to testify before the Committee on Labor and Human Resources. I have followed these Committee hearings carefully and have had an opportunity to read the transcripts of testimony presented on May 11 and May 13, 1982 as well as June 29 and August 2, 1983.

In order to properly introduce myself, I should state that I have been a practicing attorney in the City of Pittsburgh since 1968. In addition to the private practice of law, I have served as an Assistant Public Defender and an Assistant District Attorney for Allegheny County. On September 23, 1978, I was appointed to the position of United States Attorney for the Western District of Pennsylvania and served in that capacity until my resignation in August, 1981.

I have come here today for the purpose of responding to certain allegations made of record at these hearings which call into question not only my own honesty and integrity, but that of the United States Department of Labor, the Office of the United States Attorney, the Federal

Bureau of Investigation and the Department of Justice in general. I will note at the outset my considerable distress in learning of these allegations and innuendo through the news media rather than through any contact with you, Senator Hatch or any member of your staff. Nor was I contacted or given an opportunity to rebut any of the accusations prior to them being placed upon the public record for all the world to see. I will add here that I have not been invited by you or your staff to testify, but rather have demanded that you afford me this opportunity.

At your hearing of May 11, 1982, after hearing testimony from Gary and Wayne Boring, two of your principal witnesses, you stated--on page 115 of the written transcript:

> "But what really incenses me, what has me mad is, I wonder what the Justice Department, the U.S. Attorney's office there, the Labor Department and, I might add, the FBI within the Justice Department are doing about this. I am pretty upset about it...."

Well, let me tell you here and now Senator Hatch that I too am angry and upset. I am angry because you saw fit to use this oversight Committee to make accusations against not only myself but other respected law enforcement officials based upon the testimony of witnesses whose veracity is severely in doubt, as I will establish later. I am angry because neither I nor any other representative of the United States Department of Justice was contacted and given an opportunity to respond to these unjust and scandalous accusations before you spread them upon the public record. I am upset because as a lawyer, a former prosecutor and a citizen of the United States, I consider my reputation my most treasured, albeit fragile, of possessions.

Let me summarize briefly the various accusations which either you, Messrs. Boring or Thomas A. Crawford have made against me and the United States Department of Justice:

> 1. The United States Attorney in Pittsburgh--Robert J. Cindrich--is reluctant to pursue prosecutions of labor violations (transcript of May 13, 1982 hearing at page 41).
>
> 2. That the United States Attorney in Pittsburgh--Robert J. Cindrich--was reluctant to prosecute at least one large steelworker's case (transcript of May 13, 1982 hearing at page 42).
>
> 3. After Mr. Thomas A. Crawford's departure, the U.S. Attorney's office did not proceed on the prosecution of any labor cases (transcript of May 13, 1982 hearing at pages 74 and 75).
>
> 4. That Mr. Fred G. Gualtieri and Boilermakers Local #154, the individual and the Union which you claim the United States Attorney was unwilling to prosecute, were affiliated with "organized crime" (transcript of May 13, 1982 hearing at page 80), the "Mafia" (transcript of May 13, 1982 hearing at page 43) and "racketeering" (transcript of May 11, 1982 hearing at page 90).

> 5. That the United States Attorney's Office is to blame for not carrying on an investigation of the Boring's allegations and that it "stifled" the Labor Department's investigation and permitted cases to "die". (transcript of May 11, 1982 hearing at pages 72 and 73).

It is obvious, Senator, that you have acquired the bulk of your information pertaining to the law enforcement activities occurring in the Western District of Pennsylvania from Gary and Wayne Boring and Thomas A. Crawford, a former Assistant United States Attorney. I suggest to you, Sir, that if you had conducted even the most minimal of investigations into the character and background of any or all three of these witnesses, you would have easily discovered that their reputation for truth and veracity in the community is not at all good, as indeed, one of your former staff investigators has informed both you and the Nuclear Regulatory Commission, at least with regard to the Borings. And if your interest had been in seeking the truth rather than making sensational accusations against reputable law enforcement agencies and officials, you could have gained the same information your staff investigator eventually acquired by sad experience with the Boring brothers simply by making appropriate inquiry.

First, let us deal with the case of Thomas A. Crawford, former Strike Force and Assistant United States

Attorney. It would have been extremely important for you to have made some inquiry into the background of Mr. Crawford before you permitted him to use the power of your Committee to make the scandalous accusations he has put forth on this record. I believe that if you had done so, Sir, you would have seen that the root of the accusations of misconduct directed against the U.S. Department of Justice and Mr. Gualtieri and Boilermakers Local #154 was soley Mr. Crawford. You would have learned that he harbors extreme resentment against me and has a personal motive to slander my reputation because I was the person responsible for forcing the termination of his employment with the United States Department of Justice.

Before I assumed the duties of the United States Attorney in September, 1978, I had been forewarned about Mr. Crawford and his rather bizzare, if not frightening activities. Nonetheless, because of his obvious intelligence, trial ability and his diligence, I was determined to make a studied effort to work with him for the betterment of the office. However, despite the very best intentions and efforts on behalf of myself, the United States Department of Justice officials in Washington and other supervisory members of my staff, we were unable to succeed in curtailing his improper activities. These activities were causing substantial harm to current investigations as well as to the image and integrity of the Department of Justice. Accordingly, on July 24, 1979, Mr. Crawford resigned after I informed him that I was seeking his involuntary separation from service and disclosed to him the letter and memorandum which I had prepared for submission to the Attorney General of the United States concerning his activities. A copy of my letter to the Attorney General together with the memorandum attached thereto both which I disclosed to Mr. Crawford on July 24, 1979, is submitted to you as "Cindrich Exhibit No. 1".

Not the least of my reasons for demanding that Mr. Crawford be fired was an event which occurred on May 18, 1979. At approximately 7:10 A.M., at variance with my usual custom, I entered the United States Attorney's office through the personal entrance. It was nearly dark outside and all of the lights in my office were turned off, the blinds were drawn and the room was nearly pitch black. Turning on the lights upon entry, I was startled to see Mr. Crawford trying to run out of my office at a high rate of speed. We were separated by a distance of approximately five feet and he was running from the direction of my desk towards the interior hallway. Mr. Crawford was nervous and shaken and, upon questioning, he stated that he was in my office to look for a volume of Title 31, United States Code.

This response to my questioning amounted to no more than nonsense, inasmuch as except with the use of a pocket flashlight, nothing could be seen in my office. Further, there is a set of the United States Code in the hallway outside of the United States Attorney's Office for the use of the United States Attorney and the First Assistant. The volume containing Title 31 of the United States Code was in its usual and customary position and had been there for any number of years. In addition, a separate set of the United States Code is situated in the hallway outside of Mr. Crawford's office for the use of all Assistant United States Attorneys. Last, another complete set of the United States Code is located in the library on the seventh floor.

Obviously, there was no legitimate explanation for Mr. Crawford's presence in my darkened private office at 7:10 A.M. It was at this time that I informed Mr. Crawford that I could no longer repose any confidence in him and informed him that if he did not voluntarily resign, I would request his separation from service. I did, however, out of compassion for him and his family, allow him a sufficient period of time in which to obtain employment elsewhere. Having failed to obtain such employment, I forced his resignation on July 24, 1979.

Not all of Mr. Crawford's misconduct was directed against the privacy and confidentiality of the United States Attorney. Detectives Ralph McDaniels and Norman Stewart (now deceased), two outstanding officers of the City of Pittsburgh Police Department, related the following incident to me. Mr. Crawford had apparently been successful in securing the conviction of a reputed organized crime figure in the Pittsburgh area. Reportedly, Mr. Crawford was drinking in a bar along with several Alcohol, Tobacco and Firearm agents after the jury returned it verdict.

While at the bar, another ATF agent came to secure the assistance of the agents in the bar in serving an arrest warrant on a suspect. Together with detectives of the City of Pittsburgh Narcotics Squad, including Ralph McDaniels and Norman Stewart, the ATF agents and Mr. Crawford proceeded to the suspect's house. The detectives reported to me that Mr. Crawford and the ATF agents exhibited visible effects of alcohol consumption.

After some stumbling around in the yard during which a fence was climbed and fallen over, Mr. Crawford and the agents approached the doorway. They knocked on the door and, no one appearing, they announced that they were federal agents with an arrest warrant, entered the house and started up the stairway.

At this time, two gunshots were fired through a bedroom door. Mr. Crawford kicked open the bedroom door and yelled "nigger, come out. We got a warrant". The suspect immediately laid down on the floor. Mr. Crawford began handling him in a rough and abusive manner and repeatedly referred to him as "boy".

At this point in the scenario, Detective McDaniels remonstrated Mr. Crawford both about his rough treatment of the prisoner and his abusive and racially connotated language. He demanded that Mr. Crawford stop treating the suspect roughly and that he stop calling him "boy".

Both Detectives McDaniels and Stewart were deeply hurt and offended by Mr. Crawford's racial epitaphs, his use of the word "boy" and his abusive treatment of a black man. Other black police officers from the City of Pittsburgh who were involved in the arrest were also angry and offended. Detectives McDaniels and Stewart stated that they were shocked that an attorney representing the United States Government would act and speak in a racially discriminatory manner and both indicated to me that they would have no dealings of any kind with Mr. Crawford because of his attitude and behavior.

In another matter of disciplinary concern which occurred in 1979 while I was the United States Attorney, Mr. Crawford once again embarrassed himself as well as the Department of Justice by using racially offensive language. Two local attorneys had visited his office along with their client, a black man who was charged with counterfeiting. Upon entry, Mr. Crawford, without introducing himself to the attorneys, approached the defendant and demanded to know whether he was still having sexual relations (here he used a four letter word) with his "white woman". His general demeanor was reported to me as rude and belligerent both to the attorneys and to the defendant.

One of the attorneys was upset enough to contact me about Mr. Crawford's behavior. He stated that he was taken aback by this language and conduct and that he had never seen more shocking behavior by a lawyer in his years at the Bar. He felt that the language was particularly offensive because it was racial in content.

Nor was Mr. Crawford's generally unacceptable behavior limited to his personal racial beliefs. In the Fall of 1978, our office was involved in the delicate and volitile investigation of two local police officers who were assigned to the Drug Enforcement Administration Task Force. One of the local officers was charged with illegal distribution of narcotics and the submission of false reports in violation of 18 United States Code Section 1001. Both officers were charged with various violations of Section 1001 in filing false surveillance and other reports in connection with their investigations. As I am sure you can appreciate, Senator, this case presented not only very difficult legal issues but also engendered a great deal of emotion among the DEA agents, lawyers in our office and local police officers.

It soon became obvious to all concerned that Mr. Crawford had strongly aligned himself with one of the defendants a personal friend of his, and had been participating in the preparation of his defense. Even prior to my taking office, the former United States Attorney had directed Mr. Crawford to have no further contact with the defendant and to refrain from involving himself in the case.

Even though the two local officers had already been indicted and charged, Mr. Crawford continued to participate in the defense of the case and made numerous public statements that the officer was being "framed" because he had been working on a drug case with organized crime ties. In violation of the instructions of the former U.S. Attorney as well as myself, Mr. Crawford had repeated contact with the defendant and his lawyer.

What Mr. Crawford could not have known because we did not deem it safe to disclose the information to him, was that his friend, the local police officer, had agreed to cooperate with the government and was making a complete confession of his activities, including the fact that he had unlawfully distributed narcotics. Once again, we had a situation where Mr. Crawford believed tht he knew it all, where he was not willing to listen to the facts but where he was even more than willing to attack the integrity and honesty of the Assistant United States Attorney who was prosecuting the case as well as tha DEA officers whose unhappy duty it was to pursue the matter. Indeed, it appears that given any situation in which all that happens is not in accord with Mr. Crawford's desires, he resorts to making accusations of illegality and misconduct on the part of anyone who expresses a contrary opinion.

I should also note here that the police officer who Mr. Crawford was so loudly and ardently defending worked almost exclusively with Thomas A. Crawford prior to the time that he was exposed and prosecuted for his criminal behavior. Mr. Crawford indicated to me that he was aware of certain false surveillance reports filed by this officer prior to the time that the charges were made against him. It was Mr. Crawford's opinion that these false surveillance reports were insignificant because the defendants were in all cases guilty in any event and the false reports were filed only because of DEA requirements which Mr. Crawford deemed ridiculous.

The sensitive investigation of these police officers was difficult enough to handle without Mr. Crawford's unwanted interference. His continued obstruction of the investigation created a serious morale problem within the DEA. Moreover, the conviction of the local police officers necessitated the notification of all defendants prosecuted by them or any other in which a false surveillance report or other statement was used or in which any other kind of legal or ethical impropriety was discovered. Ultimately we were required to jettison over a dozen narcotics prosecutions. Thus, the end result of Mr. Crawford's Machiavellian belief that the end always justifies the means resulted in literally dozens of convictions, but much of this work proved to be counterproductive as we were forced to drop prosecution of several drug sellers.

There are numerous other instances of misconduct which resulted in Mr. Crawford's forced termination and they are detailed in the exhibit which I have provided. Suffice it to say that in addition to the specific acts of misconduct detailed in that memorandum, Mr. Crawford was generally considered to be rude, crude and arrogant. He was loud and boisterous to the point that his co-workers refused to remain in offices which adjoined his. I wish to emphasize here, Sir, that these are not my personal opinions. Rather, they are shared by nearly all of the members of the United States Attorney staff who had contact with Mr. Crawford as well as a substantial number of the federal district judges in the Western District of Pennsylvania. Indeed, it seems that I spent a considerable amount of time apologizing to the various judges for Mr.

Crawford's attitude and conduct which he manifested not only towards others but directly to the court.

Senator, what concerns me more than the fact that you and your staff have relied upon Mr. Crawford's information to impugn my integrity is that you and others, without the slightest effort towards verification, have relied upon him to malign a reputable labor union and one of its leaders. You will recall, Sir, that the very first mention on this record of any connection between Mr. Gualtieri and Local No. #154 and organized crime or the "Mafia" came from Roger E. Riedley, Special Agent of the Organized Crime and Racketeering Strike Force, U.S. Department of Labor. Mr. Riedley's testimony and the exhibits which he produced first placed upon this record the very serious accusations against this labor union and Mr. Gualtieri. However, Mr. Riedley was from Philadelphia and had no personal knowledge of Mr. Gualtieri or Local #154. Rather, he stated that all of the information he received was through Mr. Thomas A. Crawford, who was then acting as an Assistant United States Attorney in Pittsburgh.
I might add here, Senator, that neither myself nor any other supervisor of Thomas A. Crawford was aware that Mr. Crawford had, without any lawful authority, bypassed the local Department of Labor and FBI and contacted the Philadelphia

Strike Force to investigate this matter. This is once again indicative of Mr. Crawford's attitude that anybody who disagreed with him was somehow involved in illegal activity, whether that be the Federal Bureau of Investigation, the Department of Labor or the U.S. Attorney.

Mr. Riedley stated that Mr. Gualtieri had been identified as an associate of organized crime in the Pittsburgh area by the Alcohol/Tobacco and Firearms Division, the Pennsylvania Crime Commission and Mr. Crawford (May 13, 1982 hearing at page 19). He also stated, without identifying his source, that he believed Mr. Gualtieri to be connected to a reputed organized crime family through marriage. Unfortunately, and tragically for the union and the individual who were the brunt of these accusations, the actual source of this misinformation was one person and one person only--Thomas A. Crawford.

Mr. Crawford, however, while under oath before this Committee, was considerably more reluctant to characterize Mr. Gualtieri or the Labor Union as organized crime related. In response to your direct question as to whether elements of organized crime were operating "illegal" book-selling and fifty-fifty raffle ticket sales by Boilermaker Union officials, Mr. Crawford would only say:

> "It would appear to be organized in Local #154. This was not the case that I handled with the Strike Force but it was handled with the Organized Crime Strike Force in Pittsburgh when it existed, so presumably elements of organized crime were involved. I did not investigate that". (May 13, 1982 hearing at page 80).

With regard to Mr. Crawford's testimony, what he failed to state was that Mr. Gualtieri had been charged in 1971 the Federal District Court for the Western District of Pennsylvania with a violation of the labor law, and not one involving Organized crime, and further, that he not only was not found guilty, but the case was dismissed by the court. What Mr. Crawford further failed to state, is that the Organized Crime Strike Force in Pittsburgh handled many, many cases which had absolutely no connection with organized crime. As a matter of fact, Senator, I recall a chance encounter several years ago with a former crack homicide prosecutor from the District Attorney's office shortly after he joined the Organized Crime Strike Force in Pittsburgh. When I queried him about the type of work he was doing there he stated rather disgustedly that his first jury trial involved an odometer set back. Mr. Crawford knows full well that the mere fact that the Organized Crime Strike Force looked a matter does not mean that the individual himself has been identified in any credible way with organized crime and I think it is shocking and disgusting that he would allow that inference to remain with this record.

So that you will understand a bit more of Mr. Crawford's mentality I should also inform you that he was considered a disciplinary problem by his former Strike Force employer. After an acrimonious stay in that position he left and later made public accusations to me and others that his former chief was a "crook" and was too "cozy" with organized crime figures.

Further, Senator, did you not think it was somewhat unusual that Mr. Riedley attributed to Mr. Crawford all manner of information concerning Mr. Gualtieri's association with organized crime including his alleged relationship to a family member of an alleged Mafia member, while Mr. Crawford would only provide the weak-kneed response to your question which I have previously quoted? Indeed, when you pressed Mr. Crawford while he was under oath as to whether organized crime was involved in this matter, he would only respond "it would appear to be. Yes, Sir.", with no elaboration whatsoever.

I suggest to you, Senator, that Mr. Crawford's characterization of the principals involved in this investigation is a figment of his hyper-imaginative mind and because it was Mr. Crawford who first informed Mr. Riedley that the Pennsylvania Crime Commission had previously identified Mr. Gualtieri and Boilermakers Local Lodge #154 as members or affiliates of organized crime, I offer to you at this time Cindrich Exhibit "2" which I will read into the record.

This is a letter from Donald E. Johnson, Chief Counsel, Pennsylvania Crime Commission directed to Robert J. Cindrich, Esquire and dated September 19, 1983, regarding Fred Gualtieri and Boilermakers Local Lodge #154. The letter reads as follows:

> I am responding to your letter of September 12, 1983, relevant to the above person and/or entity. I unequivocally and absolutely advise that the Pennsylvania Crime Commission has never disseminated information that Mr. Gualtieri or Boilermaker's Local Lodge #154 is a member, affiliated with or in any way associated with organized crime. Further, the Pennsylvania Crime Commission has nothing in its files and records with the exception of Mr. Gualtieri's brief business relationship with John Bazzano in a business known as Fran-Ru, Inc., which it has disseminated to third parties indicating that either Boilermaker's Lodge #154 or Fred Gualtieri is or ever was a member, affiliate or in any way associated with organized crime. I can also state that Mr. Gualtieri's brief business relationship with John Bazzano, in no way suggests that he, Mr. Gualtieri, is or ever was a member, affiliate or in any way associated with organized crime.

Thus, an absolute falsehood has been spread upon this record, Senator, that is, the accusation that the

Pennsylvania Crime Commission has now or ever identified Mr. Gualtieri or Boilermaker's Local Lodge #154 as a member or affiliate of organized crime. Indeed, I can state that during my tenure as United States Attorney, neither Mr. Gualtieri or his local union was ever considered by law enforcement officials to be affiliated with organized crime. It is only Mr. Crawford and now, through his dissemination of misinformation, Mr. Riedley and others unfamiliar with the facts, who apparently have any such belief or understanding.

As to any such information in the files of the ATF, I can state to you that neither I nor any prosecutor of my experience has ever seen it. Indeed it would be quite unusual to find such information in the files of ATF, inasmuch as they do not, in general, handle organized crime investigations or prosecutions, this being primarily the province of the Federal Bureau of Investigation. If there is any such information in the ATF files, I would suggest to you that the source of it will likely prove to be Thomas A. Crawford.

Given the clear and unequivocal debunking of the Pennsylvania Crime Commission myth, I think it is incumbent upon you and your staff of investigators to determine whether there is any such information in the ATF files before further perpetuating this information which not only reflects adversely on Mr. Gualtieri and the union, but also upon me because of the accusations that I failed or refused to prosecute them, with all of the sinister implications which arise from such a charge.

On the subject of my own responsibility or that of any other person associated with my office or with the Federal Bureau of Investigation for neglecting or refusing to prosecute labor violations, I think you will find upon further, legitimate investigation that the source of all such defamatory accusations is again Mr. Crawford. In truth, neither myself, the First Assistant United States Attorney nor the FBI knew that Mr. Crawford was conducting his own "secret" investigation with the assistance of a Labor Department agency which absolutely lacked jurisdiction in this matter.

Not that my knowledge of his investigation would have made much difference, for the scheme proposed by himself and Mr. Riedley involving the advance payment of $5,000.00 to the informant as described in their testimony with $10,000.00 more United States dollars to follow, was nothing short of hare-brained. Such a scheme would never have been approved by myself, the FBI or Attorney General who had ultimate responsiblity to clear and approve all covert operations of the type suggested. It was hare-brained because it was based upon very slim evidence from two inherently incredible witnesses who had made themselves known over the years as cranks and troublemakers and who had deluged not only the U.S. Attorney's Office but the NLRB and the DOL with hundreds upon hundreds of unfounded complaints and accusations. It was hare-brained because only an idiot would advance $5,000.00 to a known thief and possible murderer on the strength of his promise that he would perform services of an undercover nature at some point in the future. Never during my tenure as either an Assistant District Attorney or a federal prosecutor would I have been stupid enough to turn over valuable United States dollars to a convicted felon informant whom we might never see again. What would we do if he refused to perform the services after having received the money, Senator? Sue him?

Even a rank amateur should know that this is not the method for dealing with non-law enforcement undercover operatives. As common sense would dictate, in the event that the services of such individuals are determined to be necessary and appropriate, clearances are obtained from the highest levels of the FBI and the Department of Justice, we would insist that the services be performed _first_ and then, and only then, would any payment be made. Nor is it likely that such exorbitant amounts would be paid to an informant of this nature no matter what the extent of his services. To seriously consider such a scheme as a viable, logical and constitutionally sound law enforcement procedure is to demonstrate naivete in the highest degree.

I also want to point out to you, Senator, that insofar as I am aware, there was never a written prosecutive or other memorandum prepared by Mr. Crawford for distribution to myself or any other member of the United States Attorney's staff which detailed the investigation he was conducting on behalf of the Boring brothers or which summarized the testimony produced before the grand jury or suggested the use of an undercover operation. In other words, although Mr. Crawford insinuates that I was either lax in my duties or intentionally cooperating with organized crime figures in refusing to prosecute the case in question, there is not a single written document prepared by him which would bring this entire matter to the attention of the United States Attorney, the FBI or, for that matter, any other person who might be in a position to proceed with the investigation. As a matter of fact, the first time I heard that there was any proposed undercover operation, even the preposterous scheme described in Mr. Crawford's testimony, was after your May 11 and May 13 hearings. I can assure you that no one else was aware of Mr. Crawford's activities either. We knew only that the strange Mr. Crawford was cavorting with two disagreeable characters named Boring and not what plots he kept hidden from us.

As another illustration of Mr. Crawford's duplicity, I would refer you to pages 74 and 75 of the transcript of the May 13, 1982 hearing. In response to your question as to whether support by the United States Attorney's Office for labor prosecutions diminished when Mr. Crawford left to go into private practice, he responded "to my knowledge, they have not proceeded on labor cases since then." This statement is absolutely false, inasmuch as well after Mr. Crawford's departure, we indicted several members of the United Steelworker's organization on violations of the labor law. This case had been handled by Mr. Crawford prior to his departure. You may recall that this is the case also referred to by Mr. Riedley, who, in echoing Mr. Crawford's comments concerning the U.S. Attorney's reluctance to prosecute, mentioned that there were even newspaper clippings concerning the same subject matter (May 11, 1982 hearing at page 42).

Mr. Riedley was correct about the newspaper clippings. There was an unlawful leak of a massive amount of actual grand jury testimony to a local newspaper which then proceeded to detail all of the facts of the investigation which we were conducting and even referred to certain comments made by individuals at a meeting in my in my office attended by Mr. Crawford prior to his departure.

It is also true that the prosecution of the Steelworkers who were the subject of that investigation was considerably delayed. What Mr. Crawford failed to tell you, however, was that it was delayed because of his own unlawful conduct. After Mr. Crawford's departure, the investigation was taken over by Fred Thieman, one of the most able prosecutors in the office. Mr. Thieman, in reviewing the file, discovered massive abuses of the grand jury rules including several blatant violations of Federal Rules of Criminal Procedure 6(d) and 6(e) by Mr. Crawford. The same rule which Mr. Crawford so systematically violated prohibits me from detailing these violations at this time. I will be happy to do so, however, if this Committee secures a proper order authorizing such disclosure from the district court.

As you may be aware, Senator, the possible sanctions which the court has the power to impose in considering willful and blatant violations of the rules of Grand Jury Secrecy range from a simple reprimand to dismissal of the case and criminal contempt and imprisonment of the offending party. The opinion of the United States Department of Justice was sought in this matter and it was unanimously agreed by all parties that the grand jury proceedings were so irreversibly tainted by government misconduct--that is, Mr. Crawford's misconduct--that it would have been impossible to prosecute any subject who could in any way have been affected by it. Accordingly, we could only salvage the case as against a few of the subjects who were not directly or indirectly affected by the improper conduct in which Mr. Crawford engaged.

At the time of the newspaper articles, it was apparent that someone who had been intimately involved with the investigation and who had been present in my office during several meetings had leaked even further information to the news media which then published an article the clear innuendo of which was that the United States Attorney was reluctant to prosecute labor cases. At that time, we could have made public the improper conduct of Mr. Crawford and the difficulties that it had created in proceeding with any part of the planned indictments, but to protect the integrity and dignity of the office, we chose merely to make a voluntary decision not to proceed with the indictments and to bear the brunt of the public accusations and innuendo which were being made against us. A subsequent criminal investigation into the source of the leak of the grand jury information to the news media was abandoned because we did not believe we could prove the case beyond a reasonable doubt against the person suspected.

I should like to make it known, Senator, that this information concerning Mr. Crawford and all of his various misconduct, including that which resulted in the scuttling of narcotics prosecutions and labor prosecutions, is being made public for the first time today. In 1980 when I was publicly castigated by a newspaper for a failure to prosecute which was no fault of my own and, later, when Mr. Crawford began spreading other vile rumors concerning me and other law enforcement officials, I chose to remaine silent in order to preserve the dignity of my office. In fact, it was only when Mr. Crawford and his two cohorts enlisted the prestige and power of your office to carry out their aims, whatever those might be, that I decided that the time for silence had come to an end.

My years with the United States Department of Justice were some of the happiest and most rewarding of my life. It was there that I came into contact with some of the finest men and women in the United States of America--my own Assistants whom I loved and respected, the dedicated men and women of the Federal Bureau of Investigation, the Internal Revenue Service, the ATF, the DEA, the Department of Labor and the other federal investigative agencies. I entered that office with great pride and dignity and with my head held high and I assure you, Senator, that I left it the very same way.

If you will be kind enough to indulge me for just a few more minutes, let me recall for you a thought which I kept close at hand during my years with the Justice Department and thereafter. It is a quotation from Justice Brandeis and it embodies not only my personal belief, but the very principles which I believe must govern the life of every public officer. These are the same principles which I tried so hard to inculcate in Tom Crawford when I had the opportunity to do so. Regretably, he refused to heed my advice. In any event, the quote is as follows:

> "Our government is the potent, the omnipresent teacher. For good or ill, it teaches the whole people by example. Crime is contagious. If the government becomes a lawbreaker, it breeds contempt for law; it invites every man to become a law unto himself; it invites anarchy. To declare that in the administration of the criminal law the end justifies the means--to declare that the government may commit crimes in order to secure the conviction of a private criminal--would bring terrible retribution.

Senator, I came here today not only for the purpose of vindicating my reputation, but also for the purpose of persuading you to make an unbiased and objective examination of all of the witnesses from whom you have produced testimony which makes sensational news coverage but which is not the truth. You are surely embarking upon a course of folly because the truth will soon be known. Rather than having it forced upon you by others, I urge you in the strongest, but most respectful terms, to be the prime mover in seeking it.

I will be please to answer any questions you may have.

Robert J Cindrich
Robert J. Cindrich

DATED: October 20, 1983

Mr. CINDRICH. Senator, my name is Bob Cindrich.

The CHAIRMAN. I know.

Mr. CINDRICH. I have submitted a statement to you.

The CHAIRMAN. And that is going into the record.

Mr. CINDRICH. Inasmuch as the accusations have been made against me, in my office when I was U.S. attorney, and have been made a public record in the presence of various members of the public, including the media, I think it only fair that I have an opportunity to make my response to that in that same public fashion, and not by way of a document that may or may not be read once it is printed.

The CHAIRMAN. We are putting it right in the record, and the media and everybody else can look at it, but let me look at it and see if I agree with that. If so, we will certainly give every consideration to your request.

Mr. CINDRICH. Senator, I just want you to know I am here today on my own time and at my own expense. This was set up over a month ago. I have gone to a lot of work in preparing this statement, and have tried very diligently to respond to some of the accusations——

The CHAIRMAN. I understand. That is why I am putting it in the record today, Mr. Cindrich. Let me make it clear to you: I am now 1 hour late to a major meeting involving the leadership of our party, involving some very serious things that have happened today, including the Grenada problem and including a number of other problems. I cannot afford to be gone any longer.

I have put your full statement in the record. I don't even know what it says but I have put it in the record as a courtesy to you. However, when we called these hearings we did not call them today for the purpose of hearing anybody but these witnesses who have testified today.

Mr. CINDRICH. However, that——

The CHAIRMAN. I will be happy to look at it, and if I feel you need to have additional open hearing consideration, I will certainly grant it to you. Let's get your statement in the record, and then I am going to recess these hearings until further notice at this time so I can get to my other duties in the U.S. Senate.

Mr. CINDRICH. Is there not sufficient time later on in the day to have it?

The CHAIRMAN. Not on my part, there isn't, but I will be happy to make the time available at a later date if we have to. There is no problem there.

As I understand it, you are an attorney, along with Mr. Maurizi, for Boilermakers Local 154. Am I correct on that?

Mr. CINDRICH. Incorrect, Senator.

The CHAIRMAN. I thought you were retained by them.

Mr. CINDRICH. As of today, I am here on my own behalf to respond to accusations made against me.

The CHAIRMAN. I see. Well, then, I am showing you the ultimate courtesy by putting your statement in the record, even though you were not scheduled as a witness here today.

Mr. CINDRICH. I was scheduled, and I gave you my statement 72 hours in advance, that is, as of last Friday.

The CHAIRMAN. No, you weren't. You have never been scheduled as a witness before this committee, to my knowledge, but even if you were it wasn't for today. Now all I am saying is, that I am putting your statement in the record. Anybody can read it. You know, it speaks for itself.

I am also saying that I have to get to this meeting. It is a full caucus meeting of all Republicans, so I think you have to accord me that courtesy, because I don't have any more time. I didn't think this hearing was going to last all morning as it has, but it has, and that is the way it is. However, I will try to extend every courtesy to you, and if I feel that you have been done an injustice or if others feel you have been done an injustice, we will give every consideration to giving you the open hearing time to right that injustice. I don't want any injustices to anybody in this committee.

We have had in this case very serious testimony by rank-and-file workers that their union is not treating them properly and, in particular, two locals. I have to say this: I believe their testimony. Now that testimony stands subject to rebuttal. I have seen all kinds of plays to the media and everything else by representatives of the union and so forth in this matter, and we haven't had the privilege of having them come in, but they will have the opportunity. However, I think that we ought to have an opportunity to look at the documents before they come in, so that the hearing will be a substantive, worthwhile hearing, and it cannot be without looking at the appropriate documents.

Now I think I have allowed attorneys an exceptional amount of leeway here. I have had attorneys standing up for the union and yelling out in open hearings, and demanding to testify when I haven't scheduled their testimony, and asking witnesses questions. Now I don't know any other committee chairman who puts up with that but I have, because I know it is a heated issue and I know that certain members of the Boilermakers Union feel that they have to have their time in this hearing as well. We are going to provide that, but we are going to provide it after cooperation which I think was promised us on July 27.

In regard to you, in spite of the fact that I didn't call you as a witness for today, I am going to put your statement in the record today. It will speak for itself, and if you would care to add to it or you would care to submit any additional information, I will see that that gets in the record as well, in total fairness to you. I am also going to read it. I haven't had that privilege as of right now. I didn't know about it until just a minute or two ago, but I will read it and I will see if I feel you have been done an injustice. If I feel you have, we will certainly give you an opportunity to testify in open hearing.

Mr. CINDRICH. Thank you, sir.

The CHAIRMAN. Thanks so much.

With that, we will recess until the next hearing.

[Whereupon, at 12:50 p.m., the committee recessed, to reconvene at the call of the Chair.]

OVERSIGHT ON BOILERMAKERS, 1984

TUESDAY, JUNE 19, 1984

U.S. SENATE,
COMMITTEE ON LABOR AND HUMAN RESOURCES,
Washington, DC.

The committee met, pursuant to notice, at 9:35 a.m., in room 430, Dirksen Senate Office Building, Senator Orrin Hatch (chairman of the committee) presiding.

Present: Senators Hatch and Kennedy.

OPENING STATEMENT OF SENATOR HATCH

The CHAIRMAN. This morning we will begin what I hope will be our final 2 days of hearings on the allegations of illegal, improper, and dangerous practices by two local lodges affiliated with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers. These are local lodge 154 in Pittsburgh, PA, and local lodge 687 in Charleston, SC.

Our inquiry into these matters began some 2 years ago, in April 1982, when several rank-and-file union members came to the committee asking that the committee look into a series of allegations concerning corrupt practices by union officials, the referral of unqualified welders to nuclear and other construction sites, and the danger to safety posed by these particular practices.

The request by these men and women led to 5 days of hearings before the committee in 1982 and 1983. Union members, despite fear of physical harm and blacklisting, testified under oath and made the following allegations:

First, several witnesses stated that the locals routinely referred unqualified members for work, individuals who did not possess even the bare minimum level of competency in the trade, and that these individuals were paid journeyman wages. Moreover, witnesses testified that unqualified welders referred through boilermaker locals had worked at nuclear construction sites, including Three Mile Island and Beaver Valley, PA. It was unclear at first just how this allegation might be corroborated.

According to the locals' constitution, strict rules were established governing who could and could not be referred for work. Between 1976 and 1979, an individual could be placed on the out-of-work list for qualified construction boilermakers if he established that, one, he had 4 years in the trade; two, he had successfully completed a federally approved apprenticeship program; or, three, he had passed a competency exam. In 1979, this rule was tightened to read that an individual could be referred to work as a qualified construction boilermaker only if he had 8,000 hours in the trade or had successfully completed a federally approved training program.

How much would such a person be paid? According to the International, as explained in a letter to the NLRB dated January 12, 1983, individuals who had met the 8,000-hour standard would be paid the journeyman wage. Thus, one way of determining the veracity of the first allegation was to ascertain whether members being paid a journeyman wage had satisfied this 8,000-hour requirement.

My staff first turned to the International's pension trust records, which list all the hours worked by each union member in covered employment anywhere in the United States. While these documents could not prove conclusively whether an individual did or did not have 8,000 hours, they could provide a threshold for our inquiry.

According to these documents, 699 individuals either joined or transferred into local 154 between 1976 and 1982. At the time of their affiliation with the union, 420 or 60 percent did not have either 8,000 hours or 4 years in the trade, depending upon when they joined. With regard to local 687, the figure was 238 or 45 percent of the union membership as of March 1, 1983.

The list of 420 names was then matched with documents local 154 had turned over to the National Labor Relations Board. This matching indicated that, of the 273 for which there was sufficient data on which to draw a conclusion, all 273 were paid the journeyman's wage even though they did not possess 8,000 hours in the trade and had not completed an apprenticeship program. The list was also given to local 154, so that they could submit to the committee any documents they might have which would indicate whether these 420 individuals had acquired 8,000 hours in the trade by some other means than working in covered employment.

In discussions with local 154 officials, it was learned that in most instances when an individual joined or transferred into the lodge, he would bring to the union hall W-2 records or other personal proof of his work history. A decision would be made by the local's business agent at that point as to how the individual should be classified. Each individual was supposed to fill out a qualification sheet which indicated whether he had 8,000 hours or 4 years in the trade, depending upon the year he joined, and these qualification sheets were retained by the local.

Consequently, the local was asked and agreed to supply to the committee information indicating whether each individual on the list of 420 names was actually affiliated with local lodge 154, a copy of the individual's qualification sheet, and what classification this individual was given when referred out for work through lodge 154. In late May 1984 these materials were delivered finally to the committee.

According to these documents, 303 of the 420 individuals on the list signed a qualification sheet which stated that the member had either 8,000 hours or 4 years in the trade. Qualification sheets were not provided for 117 persons, or 28 percent of the names on the list. The materials submitted to the committee provided no other indication of whether these individuals did in fact have 8,000 hours or 4 years in the trade, whether they were classified as a journeyman or whether they were paid a journeyman's wage.

The qualification sheets also indicated, however, that more than half of the qualification sheets were not signed until at least 6 months after the members became affiliated with local lodge 154. In fact, 48 percent of the classification sheets submitted to the committee were signed more than a year after the individual became affiliated with the union.

Consequently, the documents received by the committee to date have not rebutted this initial allegation. Instead, the materials submitted by the union appear to support the testimony by union witnesses that unqualified boilermakers were being referred to work and paid at journeyman's wage rates. It should be remembered that three of the witnesses before the committee stated that they personally had been referred for work and paid at the journeyman's wage rate even though they did not have the requisite 8,000 hours in the trade and had not completed a training program. Moreover, the GAO will testify tomorrow that in a study of 85 individuals referred for work through local 154, 43 or 51 percent did not have the requisite 8,000 hours, nor had they completed an apprenticeship program at the time that they were referred for work as journeymen.

The committee has not received similar documentation concerning the members of local 687 and, as a result, has not been able to complete a comparable study of that local lodge.

To me, this particular allegation is of particular concern because it raises questions about the competency of the individuals being referred by local 154. It raises questions about the safety of the sites on which these individuals have worked, the safety of their fellow workers, the safety of those who use the site once it is completed, and the safety of the general public, especially where nuclear facilities are involved. Moreover, this allegation raises the possibility that where the union rules are being violated and individuals are being improperly paid a journeyman's wage, the cost of construction is being unnecessarily inflated—a cost that could well run into the millions of dollars.

I understand that some feel that this issue is not significant; that even if the union's constitution and the collective bargaining agreements are being routinely violated, employers are not being cheated because they test all welders referred by the union. That is why I find the second allegation so alarming.

Six witnesses testified under oath that they had taken tests for other individuals at the express instruction of union officials. An additional four witnesses testified, again under oath, that they had either taken tests for friends or had seen competent welders taking tests for others. One welding supervisor testified under oath that he had been offered bribes by union officials to allow ringers to take tests for fellow workers and on at least 75 construction sites he had witnessed ringers taking tests.

The third allegation also involves both local lodge 687 and 154. According to several witnesses, individuals went down to Charleston, SC and purchased membership or books in local 687. In these books they were listed as mechanics, which several authorities including the General Accounting Office and the Department of Labor contend is equivalent to being a journeyman. According to the witnesses, those who purchased the books were able to transfer to other locals such as 154, be referred out for work, and were paid the journeyman wage rates.

The fourth allegation is that officials of local lodge 154 referred individuals out for work in a discriminatory manner. The members of the National Transient Division were not treated in an equivalent manner with members of local lodge 154. As I understand it, the National Labor Relations Board found and the Third Circuit Court of Appeals affirmed that the union had in fact discriminated against applicants for referral who did not belong to the union, and that they threatened to discriminate against applicants who refused to sign checkoff authorizations or who had filed charges against the local. I understand that hearings will soon begin on the exact amount to be awarded to the victims of this discrimination, eight of whom testified before this committee on this matter.

Today the union will, I hope, address these allegations and other issues which they feel will have relevance on the committee's inquiry. It is my hope that following today's hearing, we will be able to come to a decision about the allegations before this committee and what would be the appropriate legislative response.

I would, however, like to clarify one issue that has plagued these hearings from the outset—the accusation that this committee has consistently refused to let the union testify. I feel that the committee has been intentionally maligned by those who have tried to thwart this inquiry, and they often contend that both the locals and the international have been routinely denied an opportunity to appear before this committee.

The facts speak for themselves. Both the former business manager of local 154, Fred Gualtieri, and the former president of the International, Harold Buoy, were asked to testify at the hearing on May 8, 1982, and they both declined the opportunity. In 1983 the Boilermaker Pension Fund was asked to supply to the committee pension records for all members of locals 154 and 687 so that we could begin our study of the allegations that unqualified boilermakers were being referred for work. That request was denied at that time.

On June 30, 1983 another set of letters was sent to the International, local 154 and 687, inviting officials to testify at a hearing scheduled for August 2, 1982. This hearing did not work out either. Charles Jones declined to testify on behalf of the International, stating that since he had become president only in June, he needed more time to prepare, and we were happy to accomodate him. The committee was informed that Kenneth Horne was too ill to testify. Finally, counsel representing local 154 demanded that certain conditions be met prior to his clients' testifying, conditions which I felt would have jeopardized the anonymity of several witnesses who testified behind screens and with voice scramblers.

On August 3, 1983, following a debate within the committee over the need for subpoenas, an additional set of letters was sent to the International and two locals inviting them to testify and requesting that, prior to the hearing, a series of documents be submitted to the committee. A tentative date was set for October 25, 1983. That hearing was postponed on October 20, 1983, when it became clear that there was going to be no submission of the requested documents, which were essential to the hearing.

During this period, the law firm of Connerton & Bernstein, which represents the International, sent a memorandum to the Construction Trades Department of the AFL-CIO indicating that efforts were underway to dissuade the committee from continuing this "essentially meaningless investigation," including meetings with selected Senators. Despite this lobbying campaign on behalf of the International, on October 28, 1983, the committee agreed to issue a request for the pension records one final time and, if that request was denied, to subpoena these records.

Consequently, the pension fund submitted the documents requested of it in January 1984, and a hearing was set for May 22 of this year. When local 154 was unable to amass the documents required of it in time for the May hearing, I rescheduled the hearing for today.

Now I believe the record clearly demonstrates that the committee has not systematically barred the union from testifying. We have looked forward to hearing their testimony and their answers to our questions after we have had an opportunity to review the documents which they have submitted. Of course, we still haven't received some of the documents from the other local.

I hope that today we will be able to hear the union's specific response to the allegations made by their members, so that we can address these issues aided by an explanation by all who were involved. The allegations, in my opinion, are most serious and to date I have seen nothing that would raise questions as to their authenticity. That is why I look forward to hearing from the Union officials today.

At this point we will be happy to turn to Senator Kennedy.

STATEMENT OF HON. EDWARD M. KENNEDY, A U.S. SENATOR FROM THE STATE OF MASSACHUSETTS

Senator KENNEDY. Thank you very much, Mr. Chairman.

Quite a variety of serious charges have been made regarding the activities and practices of the International Brotherhood of Boilermakers and certain boilermaker locals during these lengthy preliminary hearings which are now drawing to a close. Last October our committee approved a resolution which enabled the committee staff to work out a mutually acceptable arrangement for obtaining all the documents deemed relevant to the completion of this investigation and which ensure that boilermaker witnesses would voluntarily appear before the committee. They are here today, and I look forward to hearing from their testimony.

Following these 2 days of hearings and in accordance with our October resolution, the staff will prepare a report on this very complex matter for presentation to Senators in an executive session. I want to make it clear that I intend to reserve judgment on any and all matters concerning these hearings until that time, and I would urge the public and the members of the press to do likewise.

Mr. Chairman, I look forward to hearing from our witnesses this morning and welcome the chance to participate in this hearing.

The CHAIRMAN. Thank you, Senator Kennedy.

Our first witness today will be Mr. Charles Jones, president of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers.

Mr. Jones, we are happy to welcome you before the committee. We will swear you in at the beginning.

[Witness sworn.]

The CHAIRMAN. As I understand it, Mr. Jones, you have a statement, so we will turn the time over to you. Thank you for coming. We are glad to have you here. Go ahead, Mr. Jones.

STATEMENT OF CHARLES W. JONES, PRESIDENT, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, ACCOMPANIED BY DAVID W. ELBAOR, CONNERTON & BERNSTEIN, AND JOHN J. BLAKE, BLAKE & EULIG, KANSAS CITY, MO

Mr. JONES. Distinguished members of this committee, my name is Charles W. Jones and I am here today at my own request to testify on behalf of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers. Today marks the seventh time that these oversight hearings have convened. Past oversight hearings have focused mainly on the operations of one of our local lodges in Pittsburgh, PA, but the hearings have also focused with near equal intensity on matters of great importance to this Nation's nuclear power industry.

Because these hearings have now spanned two and a half years, I believe you will agree that now is an appropriate time to assess precisely what these hearings have shown or have not shown. Fairness to the brotherhood, its membership, the nuclear industry, and the employers we work with, as well as many dedicated public servants and the public itself, requires that action.

In preparing for my testimony today, I began to realize that so many of the allegations of test cheating at nuclear construction sites, book selling—or job buying, as it might be more accurately described—and fraudulent job referrals were based not necessarily on any actual wrongdoing by any lodge of this brotherhood, but, rather, on hearsay and the unwarranted fears and misunderstandings of many witnesses as to how the construction industry and this brotherhood properly, efficiently, and lawfully function.

I sought the opportunity to testify today to allay these misunderstandings, and to do so I will explain some perhaps complex but highly productive industry practices that have been so persistently misrepresented by certain witnesses here. I think it is important, however, to first comment on two developments that have transpired since the last oversight hearing.

First, it was alleged at the earliest meetings of these oversight hearings that faulty welding by boilermakers had created unsafe nuclear generating stations nationwide, and that members of the public were endangered by these faulty welds. Accusers appearing at these hearings insinuated a connection between the Three Mile Island incident and bad welding by boilermakers. Other accusers testified about sloppy or poor welds at nuclear power stations, raising questions about the safety of those sites. This was described as a "major national scandal" at the August 2, 1983, hearing.

I am pleased to report to this committee that all available evidence now flatly contradicts these assertions, and that Federal agencies, including the Nuclear Regulatory Commission, have thoroughly investigated these charges and found them and their inferences to be false, fictitious, and untrue. It is crucial to note that never in any of the eight oversight hearings conducted at length, has any witness ever pinpointed a single faulty weld in any critical area of any nuclear power station in this country that had employed members of the International Brotherhood. And never in these eight lengthy hearings nor in the actual experience of nuclear utilities scheduled to testify here tomorrow has any defective weld by boilermakers members been found in any critical area of any nuclear plant.

An equally important development is a statement of findings by the General Accounting Office issued pursuant to an investigation ordered by the chairman of this committee. On the repeated accusations of widespread boilermakers' cheating on construction welding sites, the GAO reports that construction employers interviewed were unanimous in their response that—and I quote: "It is impossible or highly improbable for one individual to take a welding test for another."

These employers cited several specific reasons for their conclusion, including the existence of multiple safeguards against the use of false identities by persons taking the welding test and constant on-the-job performance monitoring that could quickly disclose any incompetency in a welder hired by a contractor. I find the General Accounting Office report especially noteworthy because it was ordered not by any executive branch agency but by the chairman of this committee.

Getting back to Three Mile Island, Senator, as for the speculative connection between the Three Mile Island incident that occurred several years ago, the boilermakers and boilermakers' welding, a committee witness totally retracted his televised comments. It turned out, of course, that the Three Mile Island problem was caused by a breakdown that had nothing to do with boilermakers' work. In fact, the boilermakers' welds held during an extremely critical period, and that is a testament to the boilermakers who did those welds.

I am gratified to reiterate these findings to you. I turn now to address the most mistaken yet, persistently repeated charge—that unqualified applicants can buy their way into high-paying construction welding work by purchasing a union book. That fiction has been perpetrated by persons who have consistently and wrongly testified that applicants for membership in the International Brotherhood must possess 8,000 hours experience.

This accusation in all its permutations is ill-taken. Simply stated, the International Brotherhood does not in any way restrict its membership to persons with past experience, only to persons with past experience in a particular trade. The union's constitution opens membership to all persons, regardless of past experience, and nowhere in that document is there any 8,000-hour requirement as a prerequisite for membership. We do not have any arbitrary standards that could be used to discriminate against blacks, women, and other minorities desiring membership.

At the hearing held on June 29, 1983, a witness testified that the International Brotherhood should return to a system of local lodge members being able to blackball applicants for membership. I see no merit to this approach and question the motivation of persons who would attempt to apply such rules.

If there is absolutely no connection between having or not having 8,000-hours experience and becoming a member of this union, a logical question arises as to the relevance of the 8,000-hour requirement which was so frequently and repeatedly regarded at these hearings as the key to journeyman membership. As the GAO reported, this 8,000-hour requirement has no relationship to possessing a union card nor pertinence to union membership. I must add, frankly, that it has very little relevance to the allegations of test cheating and bad welding at nuclear sites or the allegedly illegal book selling complained of.

Quite simply, the 8,000-hgur requirement relates solely to the placement of union and nonunion workers alike on the out-of-work list maintained at a boilermakers referral facility. The committee has been misled on this point to believe that 8,000 hours has some connection with membership in the International Brotherhood or a journeyman's card.

The concept of an 8,000-hour requirement was developed 8 years ago by representatives of this union and construction contractors who met to improve the operation of our union-run referral facilities. At the urging of the contractors, we established an 8,000-hour rule as a minimum standard for placement of workers on the referral list of union referral facilities.

Interestingly, I note that the nonunion construction sector has not even attempted to implement any similar high standard for their workers. Under our 8,000-hour rule, both union and nonunion persons who seek placement on the hiring hall's out-of-work list from which job referrals are made, are required to produce documentary or other evidence of 8,000 hours actual, practical working experience in boilermaker-type field construction.

We should agree that the Joint Agreement on Hiring Hall Standards in the Construction Industry, which embodies the 8,000-hour requirement, is a truly remarkable achievement. This agreement and requirement stand in stark contrast to the nonunion construction sector, where there are absolutely no minimum standards for construction workers. Indeed, one negative that surfaced at these oversight hearings is the absence of any attempt by the nonunion construction sector to provide for even minimal skill standards.

The committee has also been misled to believe that mere possession of membership in the International Brotherhood—owning a journeyman's book as it has been alleged—will qualify a person to be referred to a construction job from the referral facility. This fiction is the basis for the persistently made accusation of illegal book selling. Both accusations are simply not true. In no way does a mechanic's book itself help obtain a job or entitle a holder to a job.

To begin with, the boilermakers union referral facilities are neutral grounds, and both members and nonmembers of this union alike use them. Persons are generally, and with certain exceptions required by law, referred from the union's hiring hall to sites on a first-come, first-served basis. They are not asked to show a union card.

But the union hiring hall and the 8,000-hour requirement is only one step in the construction industry screening and hiring process. After a person, whether a union member or not, is placed on the hiring hall's out-of-work list and referred to work to an employer, the employer on his own will screen the referral. In the case of welders, employers uniformly require referrals to take an employer controlled prehire test to determine that person's qualifications to perform the job. If the employer is dissatisfied after screening the referral or with the referral's performance on the test, the employer has an absolute right to reject the referral and demand a new person from the hiring hall.

In sum, because the employer screens, tests, and hires referrals, the union's role in the referral process itself is really not the appropriate focus of these accusations. Under the 8,000-hour requirement it is the worker himself who warrants his skills when he represents to the referral facilities his qualifications and work experience. Even then, while the union must rely on the applicant's representations as to his work experience and skills, the employer is still the ultimate judge of that person's ability to satisfactorily perform the work.

I turn now to the accusation that certain local lodges of this brotherhood are illegally selling union membership cards to unqualified journeymen. According to several witnesses before this committee, there is a purported practice known as "book selling," through which unqualified workers supposedly obtain high-paying journeyman jobs in boilermakers' construction. This allegation might be more correctly described as "job buying," and these witnesses have described this practice as illegal because they say all applicants for boilermaker membership must first demonstrate 8,000 hours before obtaining a book.

Again, like the other allegations, this charge can only survive if one does not examine its premises. First, as I have stated, there is no minimum hour requirement for membership in this union. Second, precisely because it is only actual, demonstrable skill in boilermakers-type field construction that determines hiring, the existence of any journeyman's or mechanic's title on a dues receipt card of the brotherhood—commonly referred to at these hearings as a union book—is totally irrelevant.

The important thing to remember here is that the journeyman or mechanic title appearing on the union card is an internal union classification that employers rarely, if ever, see for the purposes of these hearings. It is doubtful that an employer would ever be found who has ever hired and paid a person based on what the union card said.

It is equally important at this time that the committee also put to rest accusations that boilermakers cheating on welding tests and bad welds are widespread and common at nuclear plant construction sites. As this accusation now stands, it condemns not the boilermakers union but innocent construction contractors and the future of nuclear power in this Nation.

Because the union referral facility relies in large part on the representations of the applicant who seeks placement on the out-of-work list, it is possible that a hiring hall may be victimized by a person's false misrepresentations of experience and refer a person with less than 8,000 actual hours' experience to a job site, but any construction employer's prehiring, screening, or testing will routinely disclose the attempted deception.

As the GAO recently reported, employers in the construction industry do test applicants and will reject without hesitation referrals failing their job-related tests. I understand that several utilities and construction companies, including the Bechtel Corp., the Georgia Power Co., the Alabama Power Co., and the National Constructors Association, are to give testimony and statements concerning the accusations of test ringers and cheating on welding tests. These statements may also comment on the quality assurance programs and actual experience of these industry leaders, but the Nuclear Regulatory Commission has already reported on this subject and found the bad welding and test cheating allegations made at these hearings to be false and without substance.

Finally, the GAO has also reported on this test cheating allegation and found that employers' responses indicate that they believe it impossible or highly improbable for one individual to take a welding test for another. All these Federal findings are totally consistent, it seems, with the actual facts. Not a single witness who appeared at these hearings and who was later interviewed by Federal authorities stated that he had ever actually seen test cheating or that he had ever taken welding tests for other persons at any nuclear generating station. We also know, for example, that in the presence of Federal investigators at least two witnesses at these hearings retracted under oath their statements that they had either participated in or saw cheating on welding tests at nuclear sites.

I believe that the weight of the evidence thoroughly supports the view that test cheating and the use of ringers is a sensational but untruthful accusation.

I am thankful for the opportunity to testify here because these hearings are as important to the International Brotherhood as to the distinguished group of utility companies and construction contractors who have volunteered to appear here also. Senators, if the hearings point to any problems with this union that I can correct, I will do so. On the other hand, if this committee finds that the vast majority of accusations were false, deceptive, simply not substantiated, or already remedied, that too must be reported candidly and without reservation. The written findings of the Nuclear Regulatory Commission and the GAO clearly point in this direction.

In conclusion, the International Brotherhood is committed to excellence in service to its membership and to the industry in which we work. We will strive always to improve our performance on the job and in the conduct of union affairs. To do otherwise would be to assure our own demise.

I have numerous exhibits and attachments that accompany my testimony today, and I request that they be inserted in the record. I would welcome your questions.

[The prepared statement of Mr. Jones follows:]

STATEMENT OF

CHARLES W. JONES, INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS,

BEFORE THE COMMITTEE ON LABOR AND HUMAN RESOURCES

UNITED STATES SENATE

JUNE 19, 1984

Distinguished members of this Committee: my name is Charles W. Jones and I am here today at my own request to testify on behalf of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

Today marks the seventh time that these Oversight Hearings have convened. Today is also my first appearance before this Committee. Past Committee hearings have focused mainly on the operations of one of our local lodges in Pittsburgh, Pennsylvania. But the hearings have also focused -- with near equal intensity -- on matters of great importance to this nation's nuclear power industry and construction contractors. To a lesser extent, the hearings have also commented on the performance of three Federal executive branch agencies reporting to this Committee.

These hearings have now spanned two and a half years. I believe you will agree that now is an appropriate time to assess precisely what these hearings have shown -- or have not shown. Fairness to the Brotherhood, its membership, the nuclear industry and the employers we work with -- as well as many dedicated public servants and the public itself -- requires that action.

I have devoted substantial time to studying the accusations made here and in preparing for my testimony today. I began to realize that so many of the accusations of test cheating at nuclear construction sites, book selling (or "job buying" as it might be more accurately described) and fraudulent job referrals were based not necessarily on any actual wrongdoing by any lodge of this Brotherhood but, rather, on the unwarranted fears, hearsay and misunderstandings of many witnesses as to how the construction industry and this Brotherhood properly, efficiently and lawfully function.

I sought the opportunity to appear and testify today to allay those misunderstandings. And to begin with, I direct your attention to a sworn statement I submitted on October 25, 1983 to this Committee, explaining the perhaps complex but highly productive construction industry practices that have been so persistently misrepresented by certain witnesses here. That statement specifically discusses applications to join this Union, the so-called 8,000 hour requirement, the construction industry referral system and most important, the co-equal role that construction industry employers have in that referral system. I reinvite Committee review of that statement, for it will alleviate most -- if not all -- the fictions and concerns raised at these hearings.

Before again addressing those matters, however, it is important to comment on two developments that have transpired since the last Oversight Hearing held in October 1983. First, it was alleged at the earliest meetings of these Oversight Hearings that faulty welding by boilermakers' had created unsafe nuclear generating stations nationwide and that members of the public were endangered by those faulty welds. Accusers appearing at these hearings insinuated a connection between the Three Mile Island incident and bad welding by boilermakers. Other accusers testified about sloppy or poor welds at nuclear power plants, raising questions about the safety of those sites. It was described as a "major national scandal" at the August 2, 1983 hearing.

I am pleased to report to this Committee that all available evidence now flatly contradicts these assertions, and that Federal agencies, including the Nuclear Regulatory Commission, have thoroughly investigated these charges and have found them -- and their inferences -- to be false, fictitious and untrue. It is crucial to note that never in any of the eight Oversight Hearings conducted at length has any witness ever pinpointed a single faulty weld in any critical area of any nuclear power station in this country that employed members of the International Brotherhood to assist in construction. And never in those eight lengthy hearings, nor in the actual experience of nuclear utilities scheduled to testify tomorrow, has any defective weld by Boilermaker's members been found in any critical area of any nuclear plant.

I am pleased to report these facts. They are confirmed by several detailed, thorough Federal investigations into the accusations, and they produce a truly remarkable record of achievement and skill. They are a tribute to those Boilermakers who helped supply this country with abundant, safe sources of energy for the future.

An equally important development is a statement of findings by the General Accounting Office issued pursuant to an investigation ordered by the Chairman of this Committee. On the repeated accusations of widespread Boilermakers' cheating on construction welding tests, the GAO statement of findings reports that construction employers interviewed were *unanimous* in their response that "it is impossible or highly improbable for one individual to take a welding test for another." The employers interviewed by GAO cited *several* specific reasons for their conclusion, including the existence of multiple safeguards against the use of false identities by persons taking the welding tests and constant on-the-job performance monitoring that would quickly disclose any incompetency in a welder hired by the contractor. I find the General Accounting Office report especially noteworthy because it was ordered not by any executive branch agency but by the Chairman of this Committee.

It is difficult to discredit the findings of these independent and thorough government investigations. The investigations involved detailed, on-site reviews of records maintained in accordance with Federal law. The investigators conducted lengthy interviews with employers, power companies, nuclear engineers and

Committee witnesses who made the accusations. An interview with one Committee witness who also made his accusations on television was conducted in the presence of an official court reporter, and the reported interview discloses numerous retractions, evasions and tortured explanations of what the witness "really meant to say."

Not a single witness who appeared at these hearings and who was later interviewed by Federal authorities stated that he had ever actually seen test cheating or that he had ever taken welding tests for other persons at any nuclear generating station. Indeed, as for the speculative connection between the Three Mile Island incident that occurred several years ago and Boilermakers' welding, a Committee witness totally retracted his televised comments. It turned out, of course, that the Three Mile Island problem was caused by a broken pump that had nothing to do with Boilermakers' work. In fact, the Boilermakers' welds held -- during an extremely critical period -- and that is a testament to the Boilermakers who did those welds.

I am gratified to reiterate these findings to you. Indeed, the Nuclear Regulatory Commission report, carried out at the direction of the Chairman of this Committee, strongly suggests that these accusations were the product of nothing more than rumor and idle speculation. I believe that this Union, as well as the American public may justifiably rely on (1) the written findings of the United States Nuclear Regulatory Commission, (2) other formal investigative bodies and (3) the repeated failure of witnesses at these hearings to support their speculative accusations.

I turn now to address the constantly raised accusation of union book selling -- that allegedly entitles persons to high paying jobs. But of course this allegation of unqualified persons buying their way into a job is not based on actual practice or fact. More likely, this belief in "job buying" is due to the honest confusion of some people and, perhaps, the personal antagonisms of others.

In my sworn statement submitted to the Committee in October 1983 I attempted to establish a framework for an analysis of this accusation. Because an understanding of basic terms and construction employment practices is in order now, I wish to reiterate four cardinal points encompassed in my earlier October 25 written submission to this Committee.

Point one is that the International Brotherhood of Boilermakers does not in anyway restrict its membership only to persons demonstrating past experience in a particular trade. The Union's Constitution opens membership to all persons, regardless of past experience. And, we do not have any arbitrary standards that could be used to discriminate against blacks, women, and other minorities desiring union membership.

At the hearing held on June 29, 1983 a witness testified that the International Brotherhood should return to a system of local lodge members being able to "blackball" applicants for membership. I see no merit to this approach and question the motivations of persons who would attempt to apply such rules.

My second point responds to the repeatedly voiced assertion at these hearings that 8,000 hours experience is required to get a journeyman's union card or "mechanic's book" in this Union.

I must respond again by referring to the International Brotherhood's Constitution, which clearly sets forth the requirements for joining this Union. Nowhere in that document is any 8,000 hour requirement as a prerequisite for membership.

If there is absolutely no connection between having or not having 8,000 hours experience and becoming a member of this Union, a logical question arises as to the relevance of the 8,000 hour requirement, which was so frequently and repeatedly regarded at these hearings as the key to journeyman membership.

As the GAO reported, this 8,000 hour requirement has no relationship to possessing a union card nor pertinence to Union membership. I too must respond, frankly, that it also has very little relevance to the allegations of test cheating and bad welding at nuclear sites or the allegedly illegal "book selling" complained of.

Quite simply, the 8,000 hour requirement relates solely to the placement of union and non-union workers alike on the out-of-work registration list maintained at a Boilermakers' referral facility. The Committee has been misled on this point to believe that it has some connection with membership in the International

Brotherhood or a "journeyman's union card." In reality, it has virtually no connection to the so-called buying and selling of memberships in the Brotherhood.

The concept of an 8,000 hour requirement was developed nearly eight years ago by representatives of this Union and construction contractors met to improve the operation of our union run referral facilities. At the urging of contractors, we established an 8,000 hour rule as a minimum standard for placement of workers on the referral lists of union referral facilities. Interestingly, I note that the non-union construction sector has not even attempted to implement any similar high standard for their workers. Under this 8,000 hour rule, both union and non-union persons who seek placement on the hiring hall's "out-of-work" list (from which job referrals are made) are required to produce documentary or other evidence of "8,000 hours actual, practical working experience" in boilermaker - type field construction.

We should agree that the Joint Agreement on Hiring Hall Standards in the Boilermaker Construction Industry, which embodies the 8,000 hour requirement, is a truly remarkable acheivement. This Agreement and requirement stand in stark contrast to the nonunion construction sector, where there are absolutely no minimum standards for construction workers. Indeed, one negative that surfaced at these Oversight Hearings is the absence of any attempt by the non-union construction sector to provide for even minimal skill standards. Basically, the union referral process works, and employers have expressed a great deal of satisfaction with this union's referral process. As the General Accounting Office reported, employers are uniformly satisfied with the quality and ability of the persons referred.

The Committee has also been misled to believe that the mere possession of membership in the International Brotherhood -- owning a "journeyman book" as it has been alleged -- will qualify a person to be referred to a construction job from the referral facility. This fiction is the basis for the persistently made accusation of illegal "book selling." Both accusations are simply not true; in no way does a "mechanic book" itself help obtain a job or entitle a holder to a job.

To begin with, Boilermakers Union referral facilities are "neutral grounds", and both members and non-members of this Union alike use them. Persons are generally, and with certain exceptions required by law, referred from the Union's hiring hall to job sites on a "first come - first served" basis; they are not asked to show a union card.

But the hiring hall is only one step in the construction industry hiring process. After a person, whether a union member or not, is placed on the hiring hall's out-of-work list and referred for work to an employer, the employer will screen the referral. In the case of welders, employers uniformly require referrals to take an employer controlled pre-hire test to determine that person's qualifications to perform the job. If the employer is dissatisfied after screening the referral or with the referral's performance on a test, the employer has an absolute right to reject the referral and demand a new person from the hiring hall.

Because the employer screens, tests and hires referrals, the referral process itself is really not the appropriate focus of these accusations. Essentially, the Union's role in the referral process is to provide employers at a known, fixed wage with persons ready and willing to work and meet the employer's job related requirements. Persons referred to an employer under the 8,000 hour placement system normally do have the requisite experience necessary for the job. Thus, unlike the non-union sector, where employers must literally search the streets for persons willing to work, the union hiring hall provides an available and reliable pool of labor to draw from at a known, fixed wage. Under the 8,000 hour requirement it is the worker himself who warrants his skills when he represents to the referral facility his qualifications and work experience. While the Union must rely on the applicant's representations as to his work experience and skills, the employer is the ultimate judge of that person's ability to satisfactorily perform the work.

I turn now to the accusation that certain local lodges of this Brotherhood are "illegally selling" union membership cards to unqualified journeymen.

As set forth by several witnesses before this Committee, there is a practice known as "book-selling" that allegedly entitles unqualified construction workers to obtain high paying, journeyman jobs. This allegation of book selling might be more correctly described as "job buying," for according to these witnesses, unqualified persons in search of Boilermakers' work will pay exorbitant fees to "buy" a union book from one of our local lodges, thus guaranteeing themselves employment in a lucrative Boilermakers' job. These same witnesses have testified that this practice is "illegal" because all applicants for Boilermakers' membership must first demonstrate 8,000 hours experience in order to qualify for a "journeyman" card in the International Brotherhood.

Precisely because it is actual, demonstrable expertise in Boilermakers type field construction that determines hiring, the existence of any journeyman's title on a dues receipt card of the Brotherhood -- commonly referred to at these hearings as a "union book" -- is totally irrelevant to these accusations.

The term "mechanic" or "journeyman" in this Union and on construction sites has been mentioned at these hearings frequently. My third point is that the term really has two meanings and two totally different purposes, but none of the correct meanings and purposes have really been mentioned at these hearings.

First, the terms "mechanic" and "journeyman" can be applied to all persons within the International Brotherhood, whether they work at a construction site in Pittsburgh, a shipyard in Seattle or an industrial forgeing shop in Chicago. It really has nothing to do with a person's actual abilities to perform construction work.

A second meaning of the term is that it is often used by employers and this Union as short-hand for a wage scale to be applied to persons who can demonstrate to an employer's satisfaction the degree of skill required for a particular job. If those persons can demonstrate their skill, they would be paid at a "mechanic's" or journeyman's" wage. That wage scale is normally higher than that paid at "apprentice" or "trainee" levels.

The important thing to remember here is that the "journeyman" or "mechanic" title appearing on the union card is an inernal union classification that employers rarely if ever see. For the purposes of these hearings, it is doubtful that an employer would ever be found who has ever hired and paid a person based on what the Union card said.

My fourth point concerns the possibility of "unqualified" persons working at nuclear construction sites and the test cheating accusation. It is vitally important at this time that the Committee also put to rest these accusations that Boilermakers cheating on welding tests and bad welds are widespread and common at nuclear plant construction sites. As this accusation now stands, it condemns not the Boilermakers Union, but innocent construction contractors and the future of nuclear power in this nation.

Because the union referral facility relies in large part on the representations of the applicant who seeks placement on the out-of-work list, it is possible that a hiring hall may be victimized by a person's false representations of experience and refer a person with less than 8,000 actual hours experience to a jobsite. But any construction employer's pre-hiring screening or testing will routinely disclose the attempted deception.

On these points, _the General Accounting Office report fully agrees_. As the GAO recently reported in its statement of findings, employers in the construction industry do test applicants, and will reject without hesitation referrals failing their job-related tests.

There are safeguards that protect both the hiring hall and the employer from a successful deception by an applicant. For example, a welder's lack of skills would be exposed by the employer's pre-hire test. If the applicant were to successfully pass that test, which would be rare without pure ability, the unqualified worker's inexperience would undoubtedly be displayed as the employer constantly monitors on-the-job performance. According to GAO, other safeguards include mandatory sign-in procedures and social security number checks.

While this Union really cannot state with precision the numbers of hiring hall applicants who have misrepresented their qualifications, the General Accounting Office recently reviewed records and interviewed employers in the Pittsburgh area. The GAO reported that such instances of inexperienced referrals are rare. According to GAO analysis of NLRB survey data, only 43 of 4,500 workers -- less than 1% -- referred from the Pittsburgh local construction lodge over a four year period could not verify 8,000 hours experience. We wish that figure was zero, but we challenge the non-union construction sector even to approach that record. A separate random sample study by GAO of a five year period from our Pittsburgh local lodge found 16 persons with less than 8,000 hours provable experience who were referred for work, but the GAO follow-up on that disclosure learned that all 16 persons passed employer administered ASME standard tests. To put all this in perspective, Pittsburgh Lodge 154 probably made more than 16,000 referrals of members and non-union workers alike in the 5 year period under GAO examination.

I understand that several utilities and utility construction companies including the Bechtel Corporation, the Georgia Power Company, The Alabama Power Company, and the National Constructors Association, are to give testimony and statements on their quality assurance programs. This testimony relates to the allegation of "ringers" and test cheating at construction sites. I am also aware that the Nuclear Regulatory Commission reported on this subject, and found these bad welding and test cheating allegations false and without substance.

The GAO has also reported on this test-cheating allegation. The GAO found -- in its draft statement of findings*/ -- that ". . . employers responses indicate that they believe it impossible or highly improbable for one individual to take a welding test for another." The GAO cited several specific safeguards here, including the fact that individuals wear identification badges, regular inspections of work done and the fact that employers frequently know the certified welders they hire. Interestingly, the GAO did not attempt to independently verify two witnesses' claims of test cheating and one witness' admission of participation in test cheating. We do know, however, that in the presence of Federal investigators at least two witnesses at these hearings retracted under oath their statements that they had either participated in or saw cheating on welding tests at nuclear sites.

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*/ Attached to this statement are both the "GAO Draft statement of Facts" reported in Jack Anderson's column in the May 22, 1984 Washington Post and the GAO final statement issued by Franklin A. Curtis. We invite comparison to the actual findings of the draft GAO report and what Jack Anderson reported it said.

To put this matter to rest, if any union official ever forced or induced a union member or any other person to take a welding test for another, I would take immediate action against that official. This charge disturbs me greatly, because the International Brotherhood has no ultimate control over such conduct, since the employer would have to participate and, indeed, actually arrange for the deception. But if any accusation capable of verification is made, we will take action.

Finally, there were accusations that local lodge officials gave preferential treatment in the hiring hall system to unqualified persons ahead of qualified union members. I am not personally aware of that happening, but if it happened, that would be a discriminatory referral in violation of the Taft-Hartley Act, § 8(b)(2), 29 U.S.C. § 158(b)(2).

I understand that a recent NLRB case on this matter involving our Pittsburgh local lodge is in litigation. But that case does not involve the referral of unqualified people ahead of qualified people. Basically, the Pittsburgh case involves only a local lodge's alleged discrimination in favor of both union and non-union people alike against certain individuals, all of whom were equally qualified. I will not defend what reportedly happened in that case, but to view the case in some perspective, the NLRB also in that same year issued relief in nearly 10,000 cases of workers who were unlawfully and unfairly fired by employers because of union activity.

A small group of people have made repeated appearances at these hearings. But what these Oversight Hearings have conclusively demonstrated is that the Federally provided grievance system, set forth in a National Labor Relations and Taft-Hartley Acts, works. That system, which provides for the filing of complaints by union and non-union members alike before the National Labor Relations Board to redress perceived grievances provides remedies for each and every allegation heard at these hearings. There may be a question as to the adequacy and speed of the procedures legislated to achieve the remedies, but that is a very different question from there being no remedies available at all. In this regard, I invite your attention to the views of the American Federation of Labor and Congress of Industrial Organizations. I also note that in addition to the NLRB remedies there are also remedies under a jointly administered appellant procedures under the union contract.

There were other allegations that were raised. One allegation was that "between 50% and 90% of all journeyman Boilermakers belonging to [Boilermakers] Local 687 and 154 have obtained their books improperly."

As I explained earlier, that allegation is based on multiple false premises, none of which make any sense in law, logic or practice. There is only one proper way to obtain membership in this Union, which is open to all persons, regardless of race or sex. That method of joining this Union is set out in the Union's Constitution.

In making an assessment of these hearings, it is important to ask what the Federal agencies have done with these accusations. The answer is clear: despite several very thorough investigations by the N.R.C., G.A.O. and F.B.I., none of the hundreds of accusations heard at these Committee hearings have resulted in any criminal proceedings or civil actions brought by any federal agency.

The Nuclear Regulatory Commission has in fact closed its two investigations of these matters. The N.R.C. found the accusations by Committee witnesses of test cheating and bad welds not substantiated.

The General Accounting Office reported that if any of the accusations were in fact true, the problems disclosed were remedied. The GAO observed that remedies exist for all the complained of unfair labor practices at the Pittsburgh local lodge. The GAO further concluded that employers in the Pittsburgh area were very satisfied with the performance of Local lodge members from Pittsburgh.

There was only one instance of criminality that was mentioned at these hearings. That sole instance of wrongdoing was uncovered by the International Brotherhood in 1979 and turned over to Federal authorities who investigated, prosecuted and convicted an individual named James Whritner who was not connected in any way with this Union. That individual was convicted of mail fraud for the forgery and selling of forged union membership cards.

For our part we have asked the Committee staff several times for details, especially on overpayments for membership fees. No details have been given us.

I conclude this statement with an observation on the "book selling" or "job buying" allegation. Undoubtedly, some individuals do travel from their residence in one Boilermakers lodge jurisdiction to another to apply for union memership and then return home to work. As the Justice Department reported to this Committee in June 1983, there is nothing unlawful in this. So long as no local lodge of this Brotherhood charges in excess of the fee allowed by the Brotherhood's Constitution, an individual may apply for membership on an equal basis with all others seeking work within the lodge's jurisdiction.

I believe this travelling to be a product of the frustration and desperation that many unemployed workers now feel in this economy. For our part, however, the Brotherhood will guard against any person who seeks to charge an initiation or other fee in excess of that amount allowed by this Union's Constitution.

In this brief statement I intended to make as many observations as would be useful in setting the stage for your questions. The International Brotherhood has cooperated fully with these hearings to the point of even requesting details on many of the accusations so that we could take remedial action if necessary. I have numerous exhibits and attachments that accompany my testimony today and I request that they be inserted in the record. I also call to your attention the fact that several major construction contractors who employ Boilermakers are here today to testify as a panel in response to the Chairman's request at the June 29, 1983 hearing that contractors "come in to tell us what really is going on". It was said then that "these conditions could not exist without crooked contractors." I am sure that these contractor's representatives wish to address those remarks.

The record of these hearings should include the views of all sides, and I appreciated the opportunity to testify here. These hearings are as important to the International Brotherhood as to the distinguished group of utility companies and construction contractors who have volunteered to appear here also. The constant repetition of unverified and non-specific assertions made here, left unanswered, surely has an unwarranted but corrosive effect on the public confidence in the trade union movement and in the safety of the nuclear power industry.

Thus, I conclude with an observation and request: if the hearings point to any problem with this Union that I can correct, that will be done. But understand that we need specific comments, capable of verification. On the other hand, if this Committee finds that the vast majority of accusations were false, deceptive, simply not substantiated or already remedied, that too must be reported candidly and without reservation. The written findings of the NRC and GAO clearly point in this direction.

Please be assured that your finding the majority of the accusations heard at these Committee hearings to be unjustified and ill-taken will not in any way discourage our efforts to continually improve the International Brotherhood. Rather, such a report will encourage our growth and commitment to excellence -- both at the job site and in the conduct of our union's affairs.

I welcome your questions.

The CHAIRMAN. Without objection, we will place them in the record. We likewise are very happy to have you here, Mr. Jones, to clarify or clear up any misunderstandings that may exist. I am a little disappointed that you did not provide the committee your prepared statement at least 24 hours in advance, as required by the committee rules. However, I have to admit that in the last couple of weeks on two committees that I have been on we have had difficulty with a variety of witnesses, including administration witnesses. But we knew this hearing was coming up since November 15. We wanted to have your statement by the 12th but we didn't get it until 2 p.m. yesterday. The original statement that we got was 26 pages long and raises a great amount of detail that was not covered in your sworn statement of October 25, 1983, so I will have to ask you about both statements.

But where the points are the same, I will read you your quotes from the October 25 statement because all of our preparation until yesterday afternoon was based on that particular statement.

Mr. JONES. I'm sorry but I can't hear you, sir.

The CHAIRMAN. Are you having trouble hearing? I don't know how to get this any better.

Do you want to explain that?

First, I want to clear up some major misconceptions raised for the first time in the statement you submitted to us yesterday. You state on page 3 of your new statement that "Accusers appearing at these hearings insinuated a connection between the Three Mile Island incident and bad welding by boilermakers." What is your reference for that statement?

Mr. JONES. I believe it was the August 2 hearings and the reference in the Nuclear Regulatory report on that date—the second Nuclear Regulatory report.

The CHAIRMAN. I see.

On page 17 of the June 29, 1983 hearing the Three Mile Island witnesses——

Mr. JONES. We'll check on the actual reference.

The CHAIRMAN. Sure. I'm not going to hold you to these dates and things.

The Three Mile Island witness at that time made perfectly clear that he was talking about unit 1, which was unaffected by the accident. Now he said he considered the welding "adequate" on unit 2 where the accident occurred, so there never has been a representation by anybody before this committee that I know of, to correspond with your statement here today.

Let me just put into the record as exhibit 1-A the statement of welder No. 2 from Pennsylvania.

[Welder No. 2 exhibit No. 1-A follows:]

EXHIBIT 1A

EXCERPT FROM HEARINGS--OVERSIGHT ON BOILERMAKERS, 1983
JUNE 29 AND AUGUST 2, 1983
PART 1

(17)

The **Chairman**. I would like to thank you very much for your testimony, and I would like to turn to our witness No. 2.

As I understand it, you can probably speak without the distortion of the voice; is that all right with you?

Welder No. 2. Yes.

The **Chairman**. Let us cut that distortion off so that we can hear.

STATEMENT OF WELDER NO. 2 FROM PENNSYLVANIA

The **Chairman**. You have already been sworn in.

Welder No. 2. Yes, sir.

The **Chairman**. As I understand it, you are a practicing boilermaker with an X-ray certification, and you have had your boilermaker card since 1965; is that correct?

Welder No. 2. Yes, sir.

The **Chairman**. I understand that you were employed as a welder at the Three Mile Island Nuclear Plant, in both units 1 and 2, between 1972 and 1974. Now I realize that for legal purposes the statute of limitation has run out on any possible illegal actions that may have occurred during that timeframe—or at least I believe it has—but I think it important that we get into this, both from the standpoint of establishing that illegal bookselling has gone unprosecuted for a long time in your union and to make sure that any bad welding from past years gets checked out before we have another accident.

Let me ask you first. Am I correct about the dates on which you worked at Three Mile Island?

Welder No. 2. Yes.

The **Chairman**. You worked there on unit 1 over a 7-month period in 1972, and in 1973 and 1974 you worked on unit 2. Is that right?

Welder No. 2. Yes, sir.

The **Chairman**. It was on unit 2 where the accident occurred in 1979?

Welder No. 2. Yes, sir.

The **Chairman**. I understand that you consider the welding work that you saw at unit 2 to be adequate?

Welder No. 2. I did.

The **Chairman**. But you observed some problems on Unit No. 1; is that correct?

Welder No. 2. Sir, may I clear up something?

The **Chairman**. Sure.

Welder No. 2. I do not belong to that local there. I came out of local 13 in Philadelphia. There was a lot of bookselling out of 636 in Titusville, Pa., which is where all these illegal books came from on that job. I belonged to the International out of NPD, in Kansas City. That's the book I worked on.

The **Chairman**. You said to our investigators, "Some of the worst work I've ever seen was done on unit 1." Is that right?

Welder No. 2. Yes.

The **Chairman**. What part of the reactor were you referring to at that time?

The CHAIRMAN. Now at page 4 of your new statement, you state that no witness has ever pinpointed a single faulty weld by boilermakers in a nuclear powerplant. This same witness from Three Mile Island went on to testify about bad welding by boilermakers on the transfer pipe between the reactor room and the fuel room. Now I would like to refer you to the testimony at pages 17 through 25 of last June 29th's hearing.

Could I have staff make sure that you have this?

Mr. ELBAOR. Senator, that's true, we may not have that. Mr. Jones has a hearing problem, Senator.

The CHAIRMAN. I see. I'll try and talk as loudly as I can.

Mr. ELBAOR. All right, sir.

The CHAIRMAN. As I understand, we did give this to you. I think it's right in front of you there. You've got it right there.

Mr. JONES. Was this statement ever verified, sir?

The CHAIRMAN. Well, let me just refer you to the testimony at pages 17 through 25 of last June 29th's hearing, and I just would ask you, have you reviewed that testimony prior to making your statement here today?

Mr. JONES. I think that I said that none has ever been pinpointed and certainly verified by the Nuclear Regulatory Commission's report.

The CHAIRMAN. Well, let me put exhibit 1-B--

[Exhibit No. 1-B follows:]

EXHIBIT 1B

EXCERPT FROM HEARINGS--OVERSIGHT ON BOILERMAKERS, 1983
JUNE 29 AND AUGUST 2, 1983
PART 1

(17)

The **Chairman**. I would like to thank you very much for your testimony, and I would like to turn to our witness No. 2.

As I understand it, you can probably speak without the distortion of the voice; is that all right with you?

Welder No. 2. Yes.

The **Chairman**. Let us cut that distortion off so that we can hear.

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Welder No. 2. Yes, sir.

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Let me ask you first. Am I correct about the dates on which you worked at Three Mile Island?

Welder No. 2. Yes.

The **Chairman**. You worked there on unit 1 over a 7-month period in 1972, and in 1973 and 1974 you worked on unit 2. Is that right?

Welder No. 2. Yes, sir.

The **Chairman**. It was on unit 2 where the accident occurred in 1979?

Welder No. 2. Yes, sir.

The **Chairman**. I understand that you consider the welding work that you saw at unit 2 to be adequate?

Welder No. 2. I did.

The **Chairman**. But you observed some problems on Unit No. 1; is that correct?

Welder No. 2. Sir, may I clear up something?

The **Chairman**. Sure.

Welder No. 2. I do not belong to that local there. I came out of local 13 in Philadelphia. There was a lot of bookselling out of 636 in Titusville, Pa., which is where all these illegal books came from on that job. I belonged to the International out of NPD, in Kansas City. That's the book I worked on.

The **Chairman**. You said to our investigators, "Some of the worst work I've ever seen was done on unit 1." Is that right?

Welder No. 2. Yes.

The **Chairman**. What part of the reactor were you referring to at that time?

(18)

Welder No. 2. I am talking about the transfer pipe between the reactor room and the fuel pool. It is a pipe that is about 3 feet in diameter. I've seen a fellow trying to weld it, and he had grapes hanging on it about an inch long where he was trying to weld up around it.

The Chairman. The NRC tells us that this part of the reactor is not safety related and, thus, does not have to be X-rayed to establish the integrity of the welds. Do you consider it safety related?

Welder No. 2. I think any time you are fooling with a reactor—a reactor means it reacts itself over and over. I think everything should be done under strict consideration and strict supervision. That is my thought on it, but it certainly was not done there.

The Chairman. You indicated to our investigators that it seemed to you that if the reactor fuel broke loose due to a bad weld, there would be a big accident?

Welder No. 2. Yes, sir. I would say so.

The Chairman. You also said, "If it is critical enough to have three-quarter-inch stainless steel studs on the bottom of the fuel tank, it seems pretty critical that the welding be done right; is that correct?

Welder No. 2. Yes, sir.

The Chairman. I might mention that the fuel pool stores radioactive fuel cells that move in and out of reactors as needed. I think you understand that to be correct as well.

Welder No. 2. Yes, sir.

The Chairman. Fuel pool residue creates nuclear waste, and if the fuel pool falls apart, the reactor will not break it down but the nuclear waste could leak out. Is that correct?

Welder No. 2. Yes, sir.

The Chairman. When you say you witnessed welding problems on unit 1, as I understand it, those problems included slag that got into the welds?

Welder No. 2. Sir, what they did was to try to weld it with stick wire, and they could not weld it. So it was undercut, full of sludge. They just took a tig torch and washed it down and left the slag right in there.

The Chairman. So the foreman had the welds washed down with something called a tig torch. That is where the weld would look normal but would not be detected by the NRC?

Welder No. 2. That would really make a nice looking weld.

The Chairman. But it still did not guarantee the weld. How many welds were you talking about in this area?

Welder No. 2. There is one big transfer pipe. The whole one end on the reactor side was like that, and there were probably 25 or 30 studs in the fuel pool itself, where they had had bad welds and they took and washed every one of them down. There were so many of them bad, they washed them all down with a tig torch to make them all look uniform.

The Chairman. Even though they were bad?

Welder No. 2. Yes.

The Chairman. How do you know that these welds were not detected in the year since you worked at Three Mile Island?

Welder No. 2. You do not.

(19)

The **Chairman**. But the only way they can be detected is if the NRC X-rayed them; is that right?

Welder No. 2. They use an eye check there, but that eye check is only as good as the man who uses it.

The **Chairman**. My staff talked with the NRC, and we understand that you are correct in mentioning to my staff that the NRC could detect those welds or any difficulties with them only with X-rays, and they do not X-ray that part of the plant; is that right?

Welder No. 2. I am not aware of whether they X-ray that there or not. I know they use the DOT check on it.

The **Chairman**. But the only way they could really be sure is to X-ray it; is that right?

Welder No. 2. Yes, sir.

The **Chairman**. The NRC told my staff that you are correct in that statement: that the only way to be sure is to X-ray it.

Welder No. 2. Sir, everything I tell you will be correct.

The **Chairman**. We will ask at this time the NRC to have the utility X-ray those welds, as well as the welds in the condenser of unit 2, where Gary Boring, one of the witnesses at last year's hearing, told the NRC in 1979 that he observed some shoddy work.

I will ask the NRC, formally, right here and now, to give us the results of those X-ray tests. I hope they will turn out just fine. But you are saying the workmanship was shoddy, whether or not they turn out fine?

Welder No. 2. The reason they are shoddy is, I took a welding test there like every other welder was supposed to. You can stay in the test booth 2 weeks if you wanted to. You can stay until you thought you passed it. There were three other fellows in the test booth at the same time I was. I got all ready and I ran my carbine test, and I passed it. Then they give you the stainless steel, and I got ready to take it. I packed it up on a 45° angle. One welder came in and said, "Hey, what are you going to do?" I told him, "I'm going to take the test." He said, "Why don't you just lay it down here. That's what everybody else has been doing." I said, "No, I can handle it."

That's what they have been doing. They have been laying them down flat.

The **Chairman**. What is the difference between that and standing them up?

Welder No. 2. Well, they call it an "Arkansas weld." It is up on a 45° angle, and you weld it from the bottom up. It is a lot of difference than laying it flat.

The **Chairman**. It takes a lot more skill to do what you did?

Welder No. 2. Yes, sir.

The **Chairman**. So they were not even giving adequate tests is what you are saying?

Welder No. 2. That is right.

The **Chairman**. Do you have any reason to believe that any of the people employed with you on unit 1 had obtained their union membership illegally?

Welder No. 2. Yes, sir.

The **Chairman**. How many of them?

Welder No. 2. I would say probably 60 percent of that job.

(20)

The **Chairman**. Sixty percent on that job on unit 1 were unqualified?

Welder No. 2. They did not have their hours in their union books.

The **Chairman**. In other words, they had union books but they had not gone through the apprenticeship program?

Welder No. 2. Yes, sir.

The **Chairman**. So they were unqualified as union journeyman welders; is that right?

Welder No. 2. Yes, sir.

The **Chairman**. How did they get their union books?

Welder No. 2. There's a fellow named John Chappel, who was a business agent out of 636 out of Titusville. He sold the books right there on the job.

The **Chairman**. I guess he sold them to anybody who had the money; is that right?

Welder No. 2. Well, if you got the bread, he got the butter for it.

The **Chairman**. Was Mr. Chappel also responsible for hiring union personnel for other sections of the unit 1 plant as well?

Welder No. 2. He worked there, but he had an "in" with somebody else.

The **Chairman**. Do you know who that somebody else was?

Welder No. 2. I cannot say right offhand. But I do know that there were qualified boilermakers walking the streets who could not get on that job because it was loaded up with 636 illegal books.

The **Chairman**. And they had purchased them from Mr. Chappel?

Welder No. 2. Yes, sir.

The **Chairman**. How much was he getting for those books?

Welder No. 2. I did not see any money pass, but they tell me that it depends on how much money you had or how badly you wanted it. It was anywhere from $500 to $1,000.

The **Chairman**. What would they normally sell for?

Welder No. 2. I have no idea. Around $500.

The **Chairman**. Actually, as I understand it, around that time it was around $200 for a book out of Titusville?

Welder No. 2. I do not know; I only know what I heard from some of the fellows.

The **Chairman**. You are saying, you overheard various people say this. Were these people who had bought books?

Welder No. 2. Yes.

The **Chairman**. And they were admitting that they had to pay up to $1,000 to get their books?

Welder No. 2. Oh, yes.

The **Chairman**. These were unqualified welders?

Welder No. 2. Yes.

The **Chairman**. You were smiling when you said that.

Welder No. 2. Yes.

The **Chairman**. According to my investigators, you say a number of people told you they had bought books in this manner?

Welder No. 2. Yes, sir; I worked there 7 months, and I talked to a lot of people. I always asked them, "Where are you out of?" And they would say, "Out of 636." I said, "How much did you pay?"

The **Chairman**. What would they say?

(21)

Welder No. 2. Sometimes they will tell you.

The **Chairman**. They will just tell you, "$1,000"?

Welder No. 2. Oh, one fellow I know did.

The **Chairman**. How many illegal books did this business agent sell during this period?

Welder No. 2. You will have to find that out.

The **Chairman**. Can you give me an estimate of how many you think?

Welder No. 2. If I said 100, I would probably be light. If I said 200, I probably be really short. It is hard to say.

The **Chairman**. So you are saying over 100 and probably over 200?

Welder No. 2. Since that time, 1980.

The **Chairman**. Were these people then employed on unit 1 of Three Mile Island?

Welder No. 2. Yes, sir.

The **Chairman**. In your opinion, was this project featherbedded—putting people on who really are not doing anything; they are an extra cost that the people pay for?

Welder No. 2. Oh, yes, yes.

The **Chairman**. The featherbedders were mainly the unqualified welders?

Welder No. 2. Oh, yes. Like, if you are a son-in-law or a brother or a brother-in-law—"inlaws and outlaws" we call them. If you know somebody, you are all right.

The **Chairman**. And you could get that good wage that boilermakers were getting at that time without working at all?

Welder No. 2. Oh, yes.

The **Chairman**. You are saying a lot of these guys did not work at all?

Welder No. 2. Yes, sir.

The **Chairman**. Is it not true that some of them did not even know how to hook up a torch?

Welder No. 2. That is right.

The **Chairman**. That is basic, is it not? There is nothing more basic than that for a boilermaker?

Welder No. 2. They call themselves boilermakers.

The **Chairman**. But there is nothing more basic than learning how to hook up a torch, is there?

Welder No. 2. Not much.

The **Chairman**. You are saying that these guys did not have to pass a welding test?

Welder No. 2. They hired men as mechanics.

The **Chairman**. But they all had to pass the test; right?

Welder No. 2. No, as long as they had a boilermaker's book, unless they were hired as a certified welder.

The **Chairman**. You mentioned to my investigators that some of them did take tests, but a lot of cheating went on during the tests. You described one of them as doing a weld on a flat surface instead of the required 45° overhead angle; is that right?

Welder No. 2. Yes, sir.

The **Chairman**. And you bring that up because a flat weld is much easier, and it is not typical of what you encounter in a plant?

Welder No. 2. Right.

(22)

The **Chairman**. What was typical is the 45° and multiple-angle situations; is that not correct? The more difficult type welds?

Welder No. 2. Yes.

The **Chairman**. And these people were not taking the tests to prove that they could do that; is that right?

Welder No. 2. Correct.

The **Chairman**. Did you observe the use of stand-ins, ringers if you will, to take the welding tests on this job?

Welder No. 2. On this job, no.

The **Chairman**. Have you witnessed it on other jobs that you have been on?

Welder No. 2. Oh, yes. In the last 3 or 4 years, I took 10 or 11.

The **Chairman**. You had to take 10 or 11 for different people?

Welder No. 2. Oh, yes.

The **Chairman**. Did you not think that was wrong?

Welder No. 2. I needed the job.

The **Chairman**. In other words, to have the job, you knew you had to take those tests for these other people?

Welder No. 2. I did not know because I did not ask who it was for. They would just hand me coupons and say, "Run them out."

The **Chairman**. Is that right? That is your foreman?

Welder No. 2. Yes, sir.

The **Chairman**. Did he tell you who he was acting for when he asked you to do that?

Welder No. 2. No, sir.

The **Chairman**. But you knew that you were taking tests at that time for welders who were incompetent?

Welder No. 2. Yes, sir.

The **Chairman**. I appreciate your being candid about it, because we found that out last year, too. How widespread do you think this is in the International Boilermakers Union?

Welder No. 2. I do not know if they have a local in Alaska, but in the other 49 they do.

The **Chairman**. In other words, it is going on all over the country? It is not just Pittsburgh and Titusville and South Carolina?

Welder No. 2. No, it is all over the country.

The **Chairman**. I understand that a close relative of yours was able to buy a book from Kenny Horne in local 687, even though your relative did not have the requisite number of hours at that time; is that right?

Welder No. 2. Sir, that relative happens to be my son. That is pretty close. He went down, sombody set it up, he went to South Carolina, he gave him $500, and he came back with the book. He had worked on a permit out of local 154, and he had approximately 2,000 hours.

The **Chairman**. One-quarter of the time necessary to get a book under the International's rules?

Welder No. 2. Yes, sir.

The Chairman; Do you think those 8,000 hours are too many hours?

Welder No; 2. No, sir.

The **Chairman**. Boilermaking is a tough job, is it not?

Welder No. 2. Yes, sir.

The **Chairman**. It is a skilled job?

(23)

WELDER No. 2. Too many lives depend on it.

He went down and he paid $500 for that book. Kenny Horne told him, "This is a good book, and it's legal." So he came back and he worked two or three jobs after he bought the book. They then came up with the 8,000 hours deal, and they said, "We don't have work for you because you don't have 8,000 hours."

The CHAIRMAN. Even though he has the book that he bought from Kenny Horne, and Kenny Horne said it would be legal and that would qualify him to work on any job in this country, they then turned around and said, "Well, you do not have 8,000 hours, so you are not going to work?"

WELDER No. 2. Yes, sir. All of them worked. Local 193 put him out because he did not have 8,000 hours at 70 percent as a first-class boilermaker, even though he had a journeyman's book and he did first-class work.

The CHAIRMAN. How could he do first-class work and be that good if he only had 2,000 hours and if 8,000 hours is necessary?

WELDER No. 2. What I am talking about, he had around 6,000.

The CHAIRMAN. One of the subjects we discussed in great detail at last year's hearing was the forced sale of 50/50 raffle tickets by union officers. This is the raffle where half the pot goes to the union's health and welfare fund and the other half to the winner of the raffle. Have you witnessed such forced sale of raffle tickets?

WELDER No. 2. Yes. When I worked out of local 13, you used to go to the tool room to pay, and they would have five tickets clipped together with your name on them. Local 154 did the same thing, up until last year after your investigation. They are not pushing them like they were.

The CHAIRMAN. If your name was on them, that meant you bought them if you wanted to work; is that right?

WELDER No. 2. If you wanted to stay there, yes.

The CHAIRMAN. As I understand it, you observed the forced sale of raffle tickets many times?

WELDER No. 2. Yes, sir.

The CHAIRMAN. Were any of your union member friends or yourself threatened with a layoff if you did not buy the tickets?

WELDER No. 2. You either bought them or you did not work.

The CHAIRMAN. Is that right. And you are saying the last time you witnessed that was about a year ago, shortly after our hearings?

WELDER No. 2. No, before.

The CHAIRMAN. Just a little bit before the hearings. But since the hearings, you have not witnessed that any more?

WELDER No. 2. That is right.

The CHAIRMAN. Well, at least we got one thing done from these hearings. You feel good about that, do you not?

WELDER No. 2. I do. I feel very good.

The CHAIRMAN. Your friends and other workers feel good about not having to pay for forced raffle tickets?

WELDER No. 2. Yes, sir.

The CHAIRMAN. Did you ever know where that money was going?

WELDER No. 2. I always told fellows, "You never find a boomer that wins."

The CHAIRMAN. A what?

(24)

Welder No. 2. That means an out-of-towner. I have never seen an out-of-towner win that money. Never.

The **Chairman**. On many jobs, you are a boomer yourself?

Welder No. 2. That is right.

The **Chairman**. It was just a way of you paying so that somebody else might get some winnings. Do you think all that 50 percent went to the winner?

Welder No. 2 [laughing]. Well, I have no way of finding that out. I have my own feelings about it.

The **Chairman**. I am getting the impression that almost every worker had their own feelings about it. Would that be a fair way of saying it?

Welder No. 2. Yes; that is right.

The **Chairman**. Nobody ever accounted for it, did they?

Welder No. 2. No, sir.

The **Chairman**. They never gave you any accounting figures or any accounting sheets or told you what they did with the money?

Welder No. 2. No, sir.

The **Chairman**. Our witness No. 1 testified that a very few members of local 687 go through the apprentice program as they are supposed to do before they get journeyman cards. What percentage of journeymen would you say go through the apprenticeship program?

Welder No. 2. Out of that local, since they started selling the books wholesale?

The **Chairman**. Sure.

Welder No. 2. Maybe 2 percent. Maybe.

The **Chairman**. You are saying, the apprenticeship program is a joke?

Welder No. 2. Yes, if you can buy a book like that, it certainly is. It is really no joke. My son holds on, paying $14.25 a month, hoping that this hearing will straighten it up, that he will either get something back for his money or get put to work or get sent so he can get his 8,000 and can work. He is hopeful about this hearing.

The **Chairman**. I see. Have you ever spoken with the FBI about the matters we are discussing today?

Welder No. 2. No, sir.

The **Chairman**. Would you be willing to talk with them if they promised the committee to treat your discussions with them in strictest confidentiality?

Welder No. 2. Yes, sir.

The **Chairman**. Let us see if we can arrange that. I think that is fine.

I want to thank both of you gentlemen for coming in, because I know you both were worried about testifying. Both of you want us to subpena those records. I will do everything in my power as chairman of this committee to subpena the international's records as well as local records. I suspect that every member of my committee should and will support me in this matter, regardless of the political pressure that I know is going on right now among the International Boilermakers and, I might add, the building construction trades unions. I know the leadership of the building construction trade unions, and I would think they would be the first to want to get to the bottom of this.

Frankly, the Boilermakers ought to be the first to want to get to the bottom of this also, and they ought to be totally cooperative with this committee, whether or not we subpena these records. But I intend to subpena them, since we have had a rejection of our formal request for them. So we will do the best we can, and we hope we can clear this up for you people. We know that this is a miserable experience for you, and we will do the best we can to clear it up.

With that, we will clear the room and bring in witness No. 3.

[Room cleared and witness sworn, testifying with voice distortion.]

STATEMENT OF WELDER NO. 3 FROM THE NATION AT LARGE

The CHAIRMAN. We are glad to welcome you, witness No. 3, to our hearing here today. Would you provide us with a summary of your work experience?

WELDER No. 3. I have been working as a welder since 1973.

The CHAIRMAN. You have been a journeyman member of the union since 1975; is that right?

WELDER No. 3. Yes, sir.

The CHAIRMAN. Are you currently a member of the Boilermakers?

WELDER No. 3. Yes, sir.

The CHAIRMAN. Do you agree with witnesses 1 and 2, that a large number of persons who do not have the qualifications are holding journeyman books in your union?

WELDER No. 3. Yes, sir.

The CHAIRMAN. I want to establish that there is a geographical spread between you and the two witnesses who have preceded you. Are you familiar with either of those individuals

WELDER No. 3. No, sir.

The CHAIRMAN. The first of these witnesses worked in Charleston and the other worked in Pennsylvania. Did you reside in either of those areas?

WELDER No. 3. No, sir.

The CHAIRMAN. I understand that at a powerplant inspection job where you were recently employed, a number of welders were complaining about the excessive prices they had to pay for their union books. Could you tell us the range of the prices that they were paying?

WELDER No. 3. Yes, sir, from about $700 to $2,600.

The CHAIRMAN. These were welders in the Pipefitters and Plumbers Union, who were welding alongside boilermakers at the same powerplant; is that true?

WELDER No. 3. Yes, sir.

The CHAIRMAN. And they were paying anywhere from $700 to $2,600 for books?

WELDER No. 3. Yes, sir.

The CHAIRMAN. Do you think the sale of Union books to unqualified persons extends to the Pipefitters union as well?

WELDER No. 3. Yes, sir.

(26)

The Chairman. Do you have any knowledge of such sales by Boilermakers business agents?

Welder No. 3. I heard of one case in Philadelphia. They told me they could not hire me because they were hiring relatives of local men. They weren't hiring travelers.

The Chairman. In other words, you had heard that unqualified people could get a Boilermakers book for $25 extra if they were relatives of members of the local?

Welder No. 3. Yes, sir.

The Chairman. At the powerplant project where you met pipefitters who had paid up to $2,600 for their books, did you personally observe any shoddy or inadequate welding?

Welder No. 3. Yes, sir.

The Chairman. Was this a nuclear powerplant?

Welder No. 3. Yes, sir.

The Chairman. When did this happen?

Welder No. 3. In the last years.

The Chairman. You do not want to be too specific because you do not want your identity pinpointed. But you are saying it was within the last 2 years; right?

Welder No. 3. Yes, sir.

The Chairman. Did you observe any cheating on welding tests at this particular plant?

Welder No. 3. Not actually cheating, but it would have been possible to cheat if a person wanted to.

The Chairman. Why do you say that?

Welder No. 3. Well, they put you in a welding booth and just leave you. You could turn the piece any way you wanted to.

The Chairman. What you are saying is, it would have been possible for the welder to have welded the coupon flat instead of the much more difficult overhead position?

Welder No. 3. That is correct.

The Chairman. Do you think that was going on?

Welder No. 3. I did not do it, but I know it was possible.

The Chairman. I understand that there was a big layoff at this plant, and you were one of the persons who was laid off; is that correct?

Welder No. 3. I was not necessarily laid off. I was forced to quit by the local union.

The Chairman. So that they could keep their own people on the job?

Welder No. 3. Yes, sir.

The Chairman. I understand that the reduction in force was accomplished by the union forcing out the out-of-town welders first, regardless of seniority or capability, in contravention of the National Labor Relations Board rules. Is that correct?

Welder No. 3. Yes, sir.

The Chairman. As I understand it, the company did not want to do it that way, but the union did it that way anyway; is that right?

Welder No. 3. Yes, sir.

The Chairman. The local men stayed, and the out-of-towners went; is that correct?

Welder No. 3. Yes, sir.

* * * * * * *

Mr. JONES. We know there have been a lot of allegations, but has that testimony been verified by the Nuclear Regulatory Commission?

The CHAIRMAN. Keep in mind these people are testifying under oath, Mr. Jones. Let me just put that in the record at this point. On page 5——

Mr. JONES. Was that witness specifically under oath, sir?

The CHAIRMAN. As I recall, he was. I think we have sworn all witnesses throughout this hearing.

Mr. ELBAOR. No, Senator. If you check the transcript——

The CHAIRMAN. He was not under oath?

Mr. ELBAOR. Many witnesses were not in fact sworn.

The CHAIRMAN. That witness was sworn, though.

Mr. ELBAOR. I will check that, but I know at least six were not sworn.

The CHAIRMAN. I thought we had sworn most everybody.

Mr. JONES. But there were two investigations, sir, by the Nuclear Regulatory Commission.

The CHAIRMAN. I will be happy to get an affidavit.

Mr. JONES. Did they verify the testimony that this man made?

The CHAIRMAN. On page 5 of your statement, you said that the GAO stated——

Mr. ELBAOR. Which statement, Senator, please?

The CHAIRMAN. Which statement is that? The 26-page statement? The 26-page statement. I'm having trouble keeping the statements clear myself because you have submitted a variety of them.

On page 5 you state that the GAO stated that employers found it was "impossible or highly improbable for one individual to take a welding test for another." Now let me refer you to what the GAO actually said.

On page 13 of their prepared testimony, the GAO characterized employer responses as indicating they believed "it is unlikely" for one individual take a test for another. The GAO goes on to quote two of our rank-and-file witnesses as saying that cheating on welding tests is still occurring and that welders are hired without taking tests.

Now it appears to me that you quoted the GAO somewhat inaccurately there and perhaps out of context but, be that as it may, I just wanted to make it clear. Also, I know that, Mr. Jones, you have to be as concerned as I am that if it is going on, it needs to be found out and stopped, as you say. You don't believe it's going on, though?

Mr. JONES. No, I do not believe it's going on but I have taken steps to notify all of our local unions that anyone who is asked to take a test for another should refuse promptly and report the incident to the authorities and to the international union——

The CHAIRMAN. And if that is, you will correct it.

Mr. JONES. Sir?

The CHAIRMAN. If that happens and you get the report, you will correct it, then?

Mr. JONES. I will immediately get ahold of the authorities myself and do everything in my power to correct it, and I will defend the individual who refuses——

The CHAIRMAN. OK.

Mr. JONES. Against any retaliation by the employer or any local union or anybody else.

The CHAIRMAN. Well, I appreciate that.

Mr. Jones, at page 17 of your statement you say that the GAO found that only 43 of 4,500 workers in Pittsburgh or less than 1 percent were improperly referred as journeymen. Let me refer you to pages 6 and 7 of the GAO study. It states clearly that the GAO studied only 85 referrals and could not examine any more because the union refused to provide them records. Forty-three out of 85 comes out to 51 percent improperly referred, not 1 percent.

Mr. JONES. Well, as I understand it, Senator, there were 4,500 inquiries sent out. There were some 200 inquiries returned. They singled out something like 118 for study, and they found some 43 that might not have been qualified, but I think they prefaced their statement by saying that they did not have the records and information available to check all hours that those people might have worked, and certainly they didn't have the hours that they may have worked in the nonunion sector or some other area.

The CHAIRMAN. Well, I think you've got your studies mixed up.

Mr. JONES. The second GAO report found 18 unqualified people, and it was later verified that all passed the welding test when they were screened by the employer.

The CHAIRMAN. There are two studies involved. One was the first study, which I think you got mixed up with this——

Senator KENNEDY. All right. Let's make the question clear, Mr. Chairman. I think this witness has testified before. I don't think anyone that reads the transcript could ever understand which study you are referring to.

The CHAIRMAN. Well, I think that's a good——

Mr. KENNEDY. Let's give the witness an opportunity to know what study you're talking about and what the references are before we get a response. These are important allegations and charges, and we are entitled to the witness having a fair opportunity to respond to the question.

The CHAIRMAN. Well, you brought up the study. The second study won't be available, I don't think, until tomorrow, so we only have one study and in that first study which you referred to in your statement, which is what I'm referring to, it stated that only 43 of 85 were examined because they couldn't examine any more, because the union refused to provide them records.

Mr. ELBAOR. Senator, excuse me.

The CHAIRMAN. Yes.

Mr. ELBAOR. There were two GAO studies referenced in the GAO or—yes; two GAO studies referenced in the GAO final report that will be read into the record tomorrow. We had quoted from a GAO draft report that was issued in May 1984 and we had quoted correctly from page 16, if you would like to——

The CHAIRMAN. So when we refer to the 4,500, you are referring to the draft report, not the first report.

Mr. ELBAOR. The draft report is remarkably similar, if not identical to the final report.

The CHAIRMAN. But you are of the first report, where it said they only studied 85 referrals?

Mr. **Elbaor**. Senator, they actually sent out 4,500 questionnaires to people asking if those people were discriminated against by the lodge. In fact, only 220 people even replied, saying that, "Yes, we think we might have been discriminated against." The NLRB then checked with 118 of those people to determine whether or not they might have been victims of discrimination and whether or not they might have been unqualified. Out of those 118, only 43 people were found not necessarily to have been discriminated against but to have possibly not had adequate verification on the record of their qualifications.

The **Chairman**. Let me refer you to page 7 of the draft report you are referring to.

Mr. **Elbaor**. Yes, sir; unfortunately the second GAO report did not provide its methodology or its statistical basis.

The **Chairman**. Fine, but it says, "Number of workers referred: 85." That's 100 percent of the ones that they reviewed.

Mr. **Elbaor**. No; actually they started off with 4,500.

The **Chairman**. Well, let's let the reports speak for themselves because I don't believe that's so.

Let me just go on further: You state on page 20 that "in the presence of Federal investigators, at least two witnesses at these hearings retracted under oath their statements that they had either participated in or saw cheating on welding tests at nuclear sites." Could you give me who those two witnesses are, because somehow or other we have missed those.

Mr. **Jones**. Charles Shirley and Gary Boring.

The **Chairman**. You're saying Gary Boring retracted under oath his statements that he had either participated in or saw cheating on welding tests at nuclear sites?

Mr. **Elbaor**. Senator, I have a sworn statement by Mr. Gary Wade Boring made on October 21–22, 1982 to the Nuclear Regulatory Commission. Mr. Boring states in his sworn statement: "I have previously told investigators from the Labor Department that there were imperfections in the welds at the Three Mile Island powerplant and that many of the tests for welders were faked, thereby putting unqualified welders on the job at the Three Mile Island plant."

Mr. Boring then proceeds to say: "I have no firsthand knowledge of any bad welds or unqualified welders at the Three Mile Island nuclear powerplants."

The **Chairman**. Well, let me just refer everybody back to the hearing where we asked the Nuclear Regulatory Commission questions because that was the rhetorical problem we raised there but, to save time, I think that was more than answered and I don't think that page 20 of your statement there is accurate, but let the record speak for itself.

I might add that Shirley, according to the report of the hearings on June 29, 1983, he did not testify that he took a test as far as I can see, but let the record speak for itself.

I think that all I'm trying to do is clarify some inconsistencies that I see between your statement and the reality of testimony before this committee.

Now in your two statements, Mr. Jones, you imply that all Federal investigations of these issues have been concluded and that the union has been exonerated in every case. Do you know if the Department of Justice has concluded its inquiry? The reason I raise that is because we have a letter from the Department of Justice to the contrary.

Mr. JONES. I do not know whether everyone has concluded their investigation now.

The CHAIRMAN. OK. I just wanted to clarify that.

Has the NLRB in Pittsburgh not tentatively fixed damages against the union in the job discrimination case at about $5 million? Is that about where they have set damages?

Mr. JONES. Pardon me. I think you are talking about the Pittsburgh——

The CHAIRMAN. Yes; in the Pittsburgh case.

Mr. JONES [continuing]. Situation involving NLRB charges.

The CHAIRMAN. Right.

Mr. JONES. None of those have anything to do with the allegations before this hearing, Senator. They have to do with the union apparently violating its own referral rules and discriminating against some individual referrals, and I am sorry it happened. Certainly we're going to check into the situation further. It is being handled now by the NLRB and they are supervising the referrals, but we will certainly maintain careful surveillance over that procedure and make certain that they comply with our rules.

The CHAIRMAN. Well, the only reason I bring that up, Mr. Jones, is your statement on page 4. You say:

> I am pleased to report to this committee that all available evidence now flatly contradicts these assertions, and that Federal agencies, including the Nuclear Regulatory Commission, have thoroughly investigated these charges and found them and their inferences to be false, fictitious, and untrue.

One of the allegations against—and I want to personally tell you I am pleased with your testimony, that you are not happy that this happened and you are going to make sure it doesn't happen again, and I want to compliment you on that statement—but one of the allegations that has been made here happens to relate to job discrimination, and specifically with regard to the Pittsburgh local, so that's why I wanted to clarify that as well.

Now is it true that the damages have been tentatively set at about $5 million in that Pittsburgh case?

Mr. JONES. Those are the damage claims.

The CHAIRMAN. Well, isn't that basically——

Mr. JONES. Well, I don't know what the——

Senator KENNEDY. May I inquire here what we are going to do, if the witness would permit me, on the questioning of the witness? Now the chair has been going for 15 minutes.

The CHAIRMAN. Well, we are just trying to clarify the——

Senator KENNEDY. I know, but just how are we going to distribute the time?

The CHAIRMAN. Well, I think the way to do it——

Senator KENNEDY. We usually go on the 10-minute rule. I have arranged my program and schedule to conform with what has been done in the past. I just welcome the opportunity to inquire of the witness. I obviously want to work out a procedure that's consistent with the interests of the Chair——

The CHAIRMAN. Sure.

Senator KENNEDY.But I would like to get some idea at this time what procedure we are going to follow here.

The CHAIRMAN. Well, the procedure we follow in these investigations, I should try and ask questions at each segment of this particular thing, and then I will be happy to turn the time over to you, but I think that I've got to get through this line of questions before we can turn the time to you, but we'll make sure you have all the time that you need and that every question you want to ask will be able to be asked, but in order for me to proceed on this type of a hearing it seems to me I've got to go through the basic list of questions that we have.

Senator KENNEDY. Well, this is the only——

The CHAIRMAN. We have never applied the 10-minute rule to this because you can't. There is no way I could get through these questions and have them—and go back and forth like we normally would with just normal witnesses testifying before the committee.

Senator KENNEDY. Well, Mr. Chairman, on this point, in past investigations of this committee where there have been complicated and complex issues that have been raised, that line of questioning has been worked out with the minority and majority, and we have followed a process and procedure where an individual—the chairman in this case—would be able to make inquiry. That has been the procedure, not another procedure, making it very clear that unlike other investigations that we have been involved in, this is something which is just being done at the behest of the majority.

I think he is obviously entitled, as the chairman of the committee, but I don't think it ought to be confused with what we have done in the past. If the Chair is going to just have his own questions, he has under the 10-minute rule, as he did yesterday on the subminimum wage; then I had 10 minutes. If we have asked questions on behalf of the committee, that has been worked out by the majority and minority, but that has not been the case to date. I came to this hearing believing that we were going to use the traditional process and procedure. I have important questions for this witness. Obviously if the Chair wants to take exception to that process and procedure of the past, I don't believe that my questions would take a very long period of time but I would like to have some indication of when I would be able to inquire of this witness.

The CHAIRMAN. Well, let me say this: In all of the investigative hearings that I have held, I have pursued my line of questioning and then made sure that the minority is protected in its right to pursue its line of questioning, so I would like to continue to do it that way because I have gone through 5 days of these hearings, and I have to admit I have been the only one at these hearings, and we have been able to expedite them by going through the basic questions that I have. I really think that it's the only way to do it because the distinguished Senator from Massachusetts has indicated he is going to listen carefully and he wants to know what it is. He is going to reserve judgment on this, and I don't see how he can even reserve judgment until I get through the questions that we really need to ask.

All I have been doing right now is clarifying discrepancies that I believe exist between Mr. Jones' statement and the reality of facts as they have been brought out by this committee over the past five hearings. I think we will proceed that way, but I certainly will protect you, Senator Kennedy, and make sure that you have every opportunity to ask any question and all questions you would like to ask.

Let me just proceed a little bit further, Mr. Jones. Back to the Pittsburgh case: Did the Department of Labor Strike Force investigators exonerate the union or did they simply drop what they considered a promising case because they didn't have the statutory authority to conduct an undercover operation and pay an informant at that time? Now, as I understand it, the May 11, 1982, testimony is what I am referring to, on page 158.

[The information referred to follows:]

EXCERPT FROM HEARINGS--OVERSIGHT OF DEPARTMENT OF LABOR'S INVESTIGATION OF ORGANIZED CRIME INVOLVING UNION WORKERS

MAY 11, 13, AND 27, 1982

purchasing of the inflated union books or cards but also the 50-50 raffle scheme, if that in fact is as it was reported.

Mr. RIEDLEY. Yes, sir.

Mr. GUDNECHT. Yes, sir.

The CHAIRMAN. As a matter of fact, it would have been a small price to pay to have been able to crack some of these Mafia ties in the Pittsburgh area. Isn't that correct?

Mr. RIEDLEY. Yes, sir.

Mr. GUDNECHT. Yes, sir.

The CHAIRMAN. As I understand it, you also sought guidance from the national office and were told by Mr. Robert Nicholson, the organized crime coordinator in the Inspector General's Washington office, that the Labor Department lacked statutory authority to pay for such undercover activity.

Mr. RIEDLEY. Yes.

The CHAIRMAN. If the money had been made available, do you think this ~~undercover operation would have worked?~~

Mr. RIEDLEY. It is always hard to say what that type of operation will do but it is the kind of operation that you have to take the opportunity and run it to the fullest extent.

The CHAIRMAN. ~~I take it you felt it had~~ a pretty good chance with this type of informant and with the recommendations he had from law enforcement officials, not only in Pennsylvania but elsewhere.

Mr. GUDNECHT. With the individual we were working with, I felt confident that we could reach the objective we were seeking.

The CHAIRMAN. Did you have the cooperation ~~of the law enforce~~ment officials in Canada?

Mr. GUDNECHT. Yes, sir. I made contact with the Crown Attorney of the Canadian Government on October 24, 1979, Henry Keyserligk, K-e-y-s-e-r-l-i-g-k, the Crown Attorney in Montreal, Canada, and I informed him of the undercover operation and that we would have to cross into Canada, and requested the resources of the Canadian Government to participate in this investigation with us.

The CHAIRMAN. As I understand it, he promised his support.

Mr. GUDNECHT. Yes, he did.

The CHAIRMAN. Therefore, you consulted with Mr. Keyserligk, then, personally.

Mr. GUDNECHT. Yes, I did, sir.

The CHAIRMAN. Well, did you close the case at this point?

Mr. GUDNECHT. No, sir.

The CHAIRMAN. Did Gary Boring contact you about the same matter?

Mr. RIEDLEY. Gary Boring contacted us in early January 1980 and he essentially spoke of the same book-buying scheme that the informant had come to us with, and we considered that two separate individuals coming to us with the same problem so we considered it to be more than a chance happening, and it looked a little better at this point.

The CHAIRMAN. These also included charges against the union official who allegedly could be compromised. Is that correct?

Mr. RIEDLEY. Yes.

The CHAIRMAN. I am going to have to recess until I can get back from the White House. I do not have any choice. I apologize for in-

Senator KENNEDY. Can I just interpose, Mr. Chairman?

The CHAIRMAN. Sure.

Senator KENNEDY. How do we expect this witness to be able to respond to that particular issue or question, in all sense of fairness? It seems to me we've got the locals from Pittsburgh that are our next witnesses. Why don't we ask that question of that person? It just seems to me, Mr. Chairman, that we ought to be getting answers to various questions but it doesn't seem to me——

The CHAIRMAN. Well, I guess the reason I am asking that question is because you made the statement that every single investigative agency of Government has found for the union.

Senator KENNEDY. I don't think he said that.

The CHAIRMAN. Well, he basically did, in his statement.

Senator KENNEDY. I don't believe that to be so.

Mr. JONES. I believe what I have said——

The CHAIRMAN. Go ahead.

Mr. JONES. I believe what I have said is that none of the allegations made in these hearings have been substantiated by any of the Government investigators in their reports.

The CHAIRMAN. Let me proceed from there, then.

Senator KENNEDY. Well, do we have information to the contrary, just as a matter of someone who is trying to follow this investigation? Do you have any information to the contrary from what the President has said? I am asking my chairman.

The CHAIRMAN. Well, what I was referring to is——

Senator KENNEDY. Well, do we or don't we? I mean——

The CHAIRMAN. Information to the contrary of what?

Senator KENNEDY. You just asked whether any agencies—he just said that none of the agencies had found or implicated under their investigations, and I want to find out do we have information to the contrary?

The CHAIRMAN. Let me just read from the——

Senator KENNEDY. Well, do we?

The CHAIRMAN [continuing]. From Mr. Jones' statement.

Senator KENNEDY. Well, we heard his——

The CHAIRMAN. Well, let me just read from his statement:

> I am pleased to report to this committee that all available evidence now flatly contradicts these assertions and that Federal agencies, including the Nuclear Regulatory Commission, have thoroughly investigated these charges and have found them and their inferences to be false, fictitious, and untrue.

Now to answer your question I think, yes, that is the purpose of these hearings.

Mr. Jones, I am somewhat confused by what appears to be a major theme of your testimony, both today and in the October 25, 1983 statement. In the October 25 statement that you gave us, you make no less than seven references to the point that witnesses before the committee or the committee itself have alleged that a boilermaker must have 8,000 hours of work experience to become a member of the union. I would cite with particularity that these references come on pages 3, 7, 8, 12 twice, and on page 18 and again on page 19 of the sworn statement that you submitted to the committee on October 25, 1983.

No witness has ever made the allegation that 8,000 hours are requisite to membership and no member of the committee has made such an allegation. I just want to clarify this. What our witnesses have testified to is that they have been able to obtain work as boilermaker journeymen and have been paid a journeyman's wage even though they had less than 8,000 hours of boilermaker field construction experience and had not completed an approved apprenticeship program. Now do you understand the difference there, Mr. Jones?

Mr. JONES. Charles Shirley—at least seven witnesses have said that unqualified people have been able to get books without 8,000-hours experience.

The CHAIRMAN. That is journeyman books, yes.

Mr. JONES. Charles Shirley, Bruce Lawson, Thomas Crawford, Melvin Goodneck, French Gower, John Fleck, and Joseph Friend—they have all stated that it took at least 8,000 hours to qualify for a book in the union.

The CHAIRMAN. That's correct, for a journeyman book. That's correct.

Mr. JONES. And we have the dates of the testimony.

The CHAIRMAN. OK. According to article 25, section 2 of your union's constitution, an individual can be classified as a mechanic, helper, apprentice, trainee, production worker, or professional/technical worker member when joining the union. You clearly do not need 8,000 hours to become a member and nobody who has testified here, I think, has made that allegation.

Mr. ELBAOR. Senator, actually seven witnesses have made that specific allegation. Mr. Jones has just read their names into the record, and we can give you the date of their testimony.

The CHAIRMAN. Well, I don't think you can show where they have made that allegation but, be that as it may, let the record speak for itself.

Senator KENNEDY. Well, can they document that?

The CHAIRMAN. Sure, if they would like to.

Senator KENNEDY. Can they provide that as part of the record——

Mr. ELBAOR. We can document it.

Senator KENNEDY. In terms of reviewing the record?

The CHAIRMAN. Sure, sure; if you would like to point out where that is so, I would be happy to have you do it.

Senator KENNEDY. They have said that they can do it.

The CHAIRMAN. And I'm saying that that isn't so.

Senator KENNEDY. I mean, if they can, just let them do it, the way we treat other witnesses.

The CHAIRMAN. I would be happy to.

Senator KENNEDY. That's fine.

The CHAIRMAN. I'm just saying, let the record speak for itself.

Senator KENNEDY. That's right. We've heard that.

The CHAIRMAN. OK; I don't think any—I personally——

Mr. ELBAOR. Senator, would you like quotations from these individuals who testified before this committee?

The CHAIRMAN. Sure. Why don't you submit them to the committee, and I will be so happy to stand corrected.

Senator KENNEDY. Well, he would like to. Can he respond to the question?

The CHAIRMAN. Yes.

Senator KENNEDY. He would like to. Don't we usually let witnesses either make a written response or permit a response from the witness? You have asked the question and——

The CHAIRMAN. Sure, sure; if you want to take the time to do it, I'll be glad to do that.

Senator KENNEDY. Well, it's a serious allegation. If he wants to feel that he——

The CHAIRMAN. What I'm trying to say, it isn't a serious allegation. I don't think that it is. I just want to clarify the discrepancy, and I don't believe you can show in the record where they did.

Mr. ELBAOR. Well, they testified wrongly on a very material point, Senator.

The CHAIRMAN. All right. Maybe you can——

Senator KENNEDY. I would like to hear the response.

The CHAIRMAN. Well, let me just say this before you do: Messrs. Charles Shirley, Francis Daryl Hall, and Glen Bowser testified that they were sold mechanic or journeyman memberships and were paid journeyman's wages even though they did not have the requisite 8,000 hours or completion of an apprenticeship program. Also, Daryl Hall produced evidence that E.A. Dubiak obtained a mechanic's book even though he had never worked a day as a boilermaker. Mr. Shirley testified to that on June 29, 1983 and the others on October 25, 1983. We will elaborate on that testimony a little bit later but let me just ask you this for now.

Senator KENNEDY. Well, can they answer the previous question?

The CHAIRMAN. Sure.

Mr. ELBAOR. I didn't follow the question, Senator.

The CHAIRMAN. I haven't asked it yet.

Senator KENNEDY. Well, I thought we were talking about the earlier question.

The CHAIRMAN. Well, if you want to take time and point out where——

Senator KENNEDY. Well, you just asked him a question. He said he can either file a written response or he can give you the answer.

The CHAIRMAN. He can do whatever he wants to do.

Senator KENNEDY. I would like to hear the answer.

The CHAIRMAN. If you want to take time and give an oral answer right now, or a written answer, I will be happy to give you the time.

Mr. ELBAOR. We will file a written response, and we have already called the committee's attention to the seven witnesses who have testified falsely and incorrectly regarding this 8,000 hour requirement as a prerequisite to union membership but, if Senator Kennedy desires, we will submit a written documentation.

The CHAIRMAN. Well, keep in mind the distinction between membership and journeyman classification. That's what I think is the distinction but, be that as it may, we are trying to point out a discrepancy. If you are right, we will be happy to stand corrected.

Mr. ELBAOR. Thank you, Senator.

The CHAIRMAN. You submit that in writing.

If these witnesses testified accurately that they did not have 8,000 hours when they got their mechanics' books, shouldn't all of them have been given apprentice, trainee, or helper's designations on their membership cards at the time that they joined the union?

Mr. JONES. No.

Mr. ELBAOR. Senator, could we ask Mr. Jones if he in fact is hearing your questions?

The CHAIRMAN. Yes; can you hear me OK, Mr. Jones?

Mr. JONES. Not very clearly, sir.

The CHAIRMAN. I'm trying to get up as close to this mike as I can. Let me ask that again, because I want to make sure, and if you don't hear just raise your hand and I will try and be more forceful in my use of this mike.

Mr. JONES. All right, sir.

The CHAIRMAN. If those witnesses testified accurately that they did not have 8,000 hours when they got their mechanics' books—and they said they didn't—should not all of them have been given apprentice, trainee, or helper designations on their membership cards at the time they joined the union?

Mr. JONES. No.

The CHAIRMAN. You don't think so?

Mr. JONES. No, I don't.

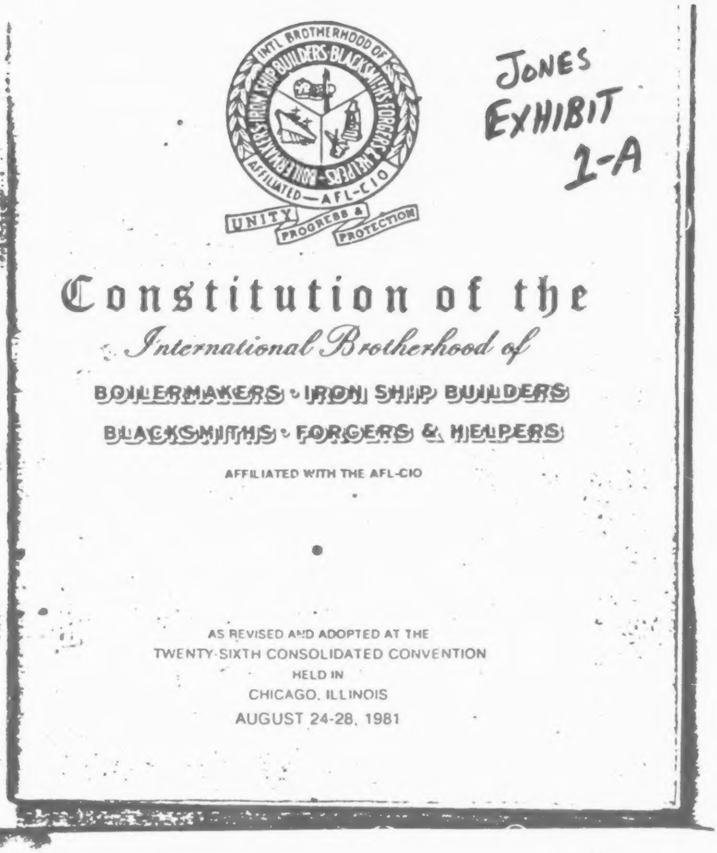
The CHAIRMAN. Well, I would put in the record at this point Jones committee exhibit 1-A, and that would be the constitution of the union. I might mention that the GAO, the Department of Labor's Wages and Hours Division, and the National Labor Relations Board director in Pittsburgh tell us "mechanic" is indeed the union's designation for "journeyman." Also, all the previously mentioned witnesses tell us that they were paid as journeymen despite not being apprentice graduates and not having 8,000 hours, because of the mechanic's designation on their books. They said the local business agents base their referrals on the card classifications, so that is the reason we put that in.

Mr. JONES. That is inaccurate.

The CHAIRMAN. All right. At this point we will also put into the record Jones committee exhibit 2-A, which is your statement dated October 25, 1983.

[NOTE.— Mr. Jones' statement of October 25, 1983—exhibit 2-A—was previously submitted for inclusion in this volume. Please see page 140.]

[Jones exhibit No. 1-A follows:]



JONES
EXHIBIT
1-A

Constitution of the
International Brotherhood of
BOILERMAKERS - IRON SHIP BUILDERS
BLACKSMITHS - FORGERS & HELPERS

AFFILIATED WITH THE AFL-CIO

AS REVISED AND ADOPTED AT THE
TWENTY-SIXTH CONSOLIDATED CONVENTION
HELD IN
CHICAGO, ILLINOIS
AUGUST 24-28, 1981

Local Lodge and such penalty must be cleared before such application is accepted and recorded.

ARTICLE 25

Application

Section 2. All applications for membership shall be made on official forms furnished by the International Secretary-Treasurer, must indicate the applicant's Social Security number, be signed by the applicant and attested to by the Secretary-Treasurer of the Local Lodge. Such applications shall be for Mechanic, Helper, Apprentice, Trainee (where such classification is in the applicable labor agreement), Production Worker or Office-Professional-Technical Worker as shall be determined by the Local Lodge.

Change of Classification

Section 3. Requests for changes in classification shall be made on forms furnished by the International Secretary-Treasurer and upon approval by the Secretary-Treasurer of the Local Lodge shall be forwarded by him to the International Secretary-Treasurer.

Apprenticeship

rules and

Mr. ELBAOR. May we have a copy of it?

The CHAIRMAN. Excuse me. What?

Mr. ELBAOR. May we have a copy of it?

The CHAIRMAN. I think it's right there.

Senator KENNEDY. What is the question to the witness?

The CHAIRMAN. I am referring him to this letter from——

Senator KENNEDY. Is it from him, Mr. Chairman?

The CHAIRMAN. No; it is written by Joseph W. Moreland of his law firm.

Senator KENNEDY. And this is the letter? Has he had access to the letter before just now?

The CHAIRMAN. Well, I sure think so. Sure he has.

Did this law firm serve as the counsel to the international as of January 12, 1983, Mr. Jones?

Mr. JONES. I'll have to ask my counsel.

The CHAIRMAN. Was this your law firm? And, I might add, are you familiar with the letter?

Mr. Blake, that's your law firm, isn't it?

Mr. BLAKE. Yes; that is correct.

The CHAIRMAN. And you represent the union?

Mr. BLAKE. Yes, we do.

Mr. JONES. This goes to the point of referral, Senator. It does not go to the point of membership in the union.

The CHAIRMAN. Well, let me just ask you a couple of questions. The law firm represented you at that time. Is that correct?

Mr. JONES. Yes.

The CHAIRMAN. OK. Now you have read that letter? Have you had time to read it?

Mr. JONES. I haven't read it all, Senator, but I have read the——

The CHAIRMAN. OK; take some time——

Senator KENNEDY. How many pages is it? I'm just trying to find out when I can get my 10 minutes of questions in. How many pages is that?

The CHAIRMAN. We'll get to you, Senator Kennedy, I'm sure.

Mr. JONES. It's seven pages.

Senator KENNEDY. Seven pages long.

The CHAIRMAN. I'll be happy to have you testify, too, Mr. Blake, because your law firm wrote the letter.

Senator KENNEDY. Just following the hearing, can I find out what the question is?

Mr. JONES. I think I can clear up the 8,000-hour question for you if you would like for me to.

The CHAIRMAN. Well, we are down to just basic questions. You are not familiar with the letter.

Senator KENNEDY. I don't think he said that.

The CHAIRMAN. Are you? Are you familiar with that letter? Have you ever seen it before?

Mr. JONES. No; this is the first time I have ever seen it. No, I haven't.

The CHAIRMAN. OK; this letter was cited in the draft GAO testimony that was given to——

Mr. JONES. Mr. Buoy got a copy of it. I did not.

The CHAIRMAN. I see. It was given to your Washington lawyer, Mr. David Elbaor, on May 28, 1984, and, I might add, to Senator

Kennedy's staff member on May 22, 1984. Now in this letter Mr. Moreland states on four occasions—on pages 1, 2, and twice on page 3—that 8,000 hours of boilermaker experience or completion of an apprenticeship program are requisite to journeyman status.

For instance, Mr. Moreland states at the bottom of page 2—and you may want to follow with me on that——

Mr. BLAKE. Senator, could you talk a little louder?

The CHAIRMAN. I'm trying my best.

Mr. BLAKE. President Jones is still having an awful time hearing you.

Senator KENNEDY. Well, I can hear him but I have trouble understanding what the question is.

The CHAIRMAN. Well, maybe if you had attended the prior five hearings you would understand, Senator Kennedy.

Senator KENNEDY. Well, I don't think that that is——

The CHAIRMAN. I think that might be important.

For instance—let me talk a little louder—for instance, Mr. Moreland states at the bottom of page 2——

Senator KENNEDY. I'm sure I would have learned a lot.

The CHAIRMAN. I think you would have. I think you would have a different attitude about this matter.

For instance, Mr. Moreland states at the bottom of page 2 that the union agreed with employers that:

> A uniform standard requiring practical experience roughly equivalent to that acquired through a formal apprenticeship program, 4 to 5 years of full-time, onhands experience, should be required of those who do not have the benefit of formal apprenticeship training. The 8,000-hour requirement for classification of a registrant as a journeyman boilermaker was the amount of experience agreed upon in such negotiations.

Now to further quote Mr. Moreland, he states at the bottom of page 3 of his letter that:

> The 8,000-hour requirement is obviously intended to serve as an objective mechanism whereby, both to avoid any inference of invidious discrimination and to assure contractors that they will receive the services of skilled, experienced construction boilermakers in accordance with the wage scale set forth at article 18 of the agreement—

Which I understand to mean the 1979 collective-bargaining agreement between local 154 in Pittsburgh and the boilermaker employers of the western Pennsylvania area. Now am I quoting that letter correctly, Mr. Jones? Am I quoting it correctly, first, and then——

Mr. JONES. An appropriate response, Senator, would be for you to read page 14 and 15 regarding our references to journeyman status. We can clear up the 8,000-hour rule for you if you like.

The CHAIRMAN. Well, let me ask you this: Which is right, Mr. Jones—the sworn statement that was submitted by you to the committee or the statement submitted by the International to the NLRB in the course of litigation? You attorneys can help him here. You can use the mikes, and he doesn't have to——

Mr. ELBAOR. Senator, Mr. Jones is referring to the statement which he submitted to this committee today, June 19, 1984, dated today, June 19.

The CHAIRMAN. Well, keep in mind we have conceded that—I don't have any problems with your assertion in your statement that apprentices, trainees, and helpers can all be members of the union. The question is, what do you have to do to become a mechanic, and that letter I think states what you have to do. Your own attorney states it.

Mr. **Elbaor**. There is absolutely no conflict between any of the letters and statements that you have read, Senator. Basically, the 8,000 hour requirement only applies when a registrant—whether he be a union member or a nonunion member—seeks placement on the hiring hall list, pure and simple. It has nothing to do with union membership.

The **Chairman**. As a mechanic.

Mr. **Elbaor**. No, No; not as a mechanic under the union card title, not at all, because nonunion people can also be considered mechanics.

The **Chairman**. OK. now answer this for me: Does the 8,000-hour rule determine whether you get paid a journeyman's wage rate or not?

Mr. **Elbaor**. No, it doesn't. It is merely the first step in the construction hiring, screening, and testing process.

The **Chairman**. Well, how do you read the letter, then? I mean, if you read the letter it talks about a uniform standard. I mean, to me it's clear as the——

Mr. **Elbaor**. Senator, I think you're confusing the term "mechanic" with the term "mechanic wages" in a bargaining contract.

The **Chairman**. I'm talking about journeymen.

Mr. **Elbaor**. Journeyman and mechanic can be used on construction sites interchangeably. It's just a shorthand term that employers use.

The **Chairman**. And you are saying that the 8,000 hours is not essential now? To be categorized as a journeyman or a mechanic?

Mr. **Elbaor**. It is the first step that a union or a nonunion person takes to qualify for placement on the out of work list, but frequently where there is high employment—which unfortunately in this economy is not a frequent fact today on construction—it may be that the union hiring hall doesn't have a mechanic with 8,000 hours able to be referred out at a specific time and a specific place. The union will, in that situation, sometimes refer out a person with less than 8,000 hours, but the employer is free to reject that person if the employer doesn't want him.

The other important thing to remember is, is that if nobody is available at the union's hiring hall with 8,000 hours for placement on the list, then the employer after 48 hours can go out, search the streets, and find anybody to do the work and still pay him a journeyman's wage.

The **Chairman**. Well, in this particular case the boilermaker who registered the complaint with the NLRB in Pittsburgh was complaining about the 8,000-hour requirement being unfair to people who did not have 8,000 hours, and it was in the union's interest at that time, perhaps, to argue that the 8,000 hours was indeed a journeyman standard.

Now I think the letter speaks for itself. I guess we will just leave it in the record speaking for itself. We have put it in the record, and I believe it says that 8,000 hours is essential for a journeyman standard and that that's what was agreed upon. I think the collective-bargaining agreement says it as well, but be that as it may, we have never said in these hearings to my knowledge that you need 8,000 hours to be a member. That's not the issue. It's 8,000 hours to be paid journeyman's wages.

Mr. ELBAOR. Senator, I have your press releases that indicate that requirement.

The CHAIRMAN. Well, then, submit those. Submit those for the record and we will put them in the record at this point.

[NOTE.—Witness failed to submit documents requested.]

The CHAIRMAN. Now did Mr. Moreland or any other attorney for Mr. Moreland's law firm, Mr. Jones, review—the lawyers can answer, too—review your October 25, 1983 testimony prior to its submission to the committee? Do you know if you did? You did?

Mr. BLAKE. I did.

The CHAIRMAN. Mr. Blake did.

Now, if so, were you provided any legal advice by your lawyers with respect to your statement that 8,000 hours has nothing to do with journeyman status?

Mr. JONES. No. I was involved in the negotiation of the 8,000-hour criteria. It was simply for placement on the out-of-work list. It's a criteria for referral. The worker warrants his own qualifications. The referral itself, the referral procedure itself is a first step in the screening and testing of workers. The employer has full control of screening, testing, and hiring employees. The employer has the right to accept or reject any applicant for referral. The employer can send the applicant for referral back to the union hall if he is not satisfied with his performance on the test. The employer, if he so desires, or any member can challenge the qualifications of anybody to be on the referral list——

The CHAIRMAN. Well, if he accepts——

Mr. JONES. And this would be heard by a joint committee of the employer and the union, as to whether or not he was qualified to be on that list.

The CHAIRMAN. If the employer accepts the employee with 8,000 hours, then he can pay him any wage he wants to?

Mr. JONES. After he is employed by the employer, he can pay him as he pleases.

The CHAIRMAN. Your union stands for that position?

Mr. JONES. We have a minimum standard. We have a minimum rate, Senator.

The CHAIRMAN. Let me read the letter again. It says:

> The 8,000 requirement is obviously—

And this is at the bottom of page 3, for you attorneys—

> The 8,000 requirement is obviously intended to serve as an objective mechanism whereby, both to avoid any inference of invidious discrimination and to assure contractors that they will receive the services of skilled, experienced construction boilermakers in accordance with the wage scale set forth at article 8 of the agreement.

Mr. JONES. What it assures the contractors is that they will get qualified referrals. Now if they were to accept every referral from the union without his meeting the criteria for placement on the out-of-work list, the welding test alone would be astronomical in cost and it would take up his time screening people for hire at a time when he needs to get started with his job, particularly if it is a repair job or a critical turn-around, so he wants the quality of the people that are referred out to meet a criteria, and we agreed on the 8,000 hour requirement.

The Chairman. OK.

Mr. JONES. Now there are circumstances when a referral list has been exhausted. As Mr. Elbaor says, that doesn't happen very often now because the construction industry is flat on its back, but in times past when work was good there were times when we exhausted our manpower. We tried to meet our obligation under the referral procedure within 48 hours by calling surrounding locals and attempting to secure qualified people from there.

There are circumstances—perhaps some young man has completed welding school with an independent training facility, perhaps he has been trained by a relative journeyman and is ready for the test. The individual going out would go out with the employer's knowledge, especially if he is a young person, that he is not an 8,000 hour person. Certainly the test would be given by the employer. If he was satisfied with his test, taking a test itself doesn't necessarily qualify you to weld on construction. That's why the rule requires 8,000 hours construction experience. There are difficult, hard-to-get-at places. There are times when the metal is old and corroded and it requires special skills on construction. They would monitor the individual's work, like they do all people. They would institute their quality controls and they would take every step to see that the work done was done properly.

The CHAIRMAN. Well, let me just say this: Other records in our possession also substantiate that 8,000 hours is the journeyman standard. I would refer you to the collective bargaining agreement between the Boilermakers' lodges in the southeastern United States and southeastern employers, dated November 1, 1981. This is the current collective bargaining agreement for that area, and I will just quote from appendix H of that agreement at page 65, as follows:

"Helper trainees who have completed 8,000 hours as helper trainees shall advance to field construction boilermaker journeymen." Now "helper-trainee" is the union's on-the-job training classification that workers can opt for in lieu of a formal apprenticeship program. Isn't that true?

Mr. JONES. I couldn't hear all of it.

The CHAIRMAN. A "helper-trainee" is the job designation or on-the-job classification that workers can opt for if they don't have——

Mr. JONES. If they don't have the full 8,000 hours, under the appendix H you're talking about, they can be employed to do whatever work they are capable of doing safely.

The CHAIRMAN. All right.

Mr. JONES. If in fact they happen to be code welders, they can be paid journeyman's rate for the period of time that they are—it's called an engaged rate—while they are engaged at code welding. Some parts of that agreement, because of manpower shortage, allowed local unions and the local unions' contractors committee to modify that sum, in some cases to meet the general conditions in the area around TVA, also in other situations to meet the general conditions in an area where the manpower shortage was greater, as it was at the time that the changes were made.

The CHAIRMAN. I see; but generally a helper-trainee who does not have his 8,000 hours in is generally paid at a lower wage rate.

Mr. JONES. At a lower wage rate, yes.

The CHAIRMAN. OK.

Mr. JONES. In the southeastern States he would start, I believe at 70, and then go to 80 after 2,000 hours of demonstrated experience.

The CHAIRMAN. Now I think we're on the same wavelength. That's great.

Senator KENNEDY. Now, Mr. Chairman, the DOD authorization—I am a member of the Armed Services Committee and I have an amendment up, and I am going to have to excuse myself from the hearing. I regret very much that I was unable to participate in this hearing this morning——

The CHAIRMAN. I do, also.

Senator KENNEDY. But we will work out some procedures, clearly, in the future so that we will have these general kinds of questions that have been going on now— that we do have an opportunity to participate which has been denied to me.

The CHAIRMAN. Well, I will be happy to reconvene this afternoon. That's when the DOD authorization is up. I was on the floor for 9½ hours yesterday and I intend to be on the floor on that important measure.

Senator KENNEDY. This is extrememly important, this hearing this morning. If I can have 2 or 3 minutes——

The CHAIRMAN. Go ahead.

Senator KENNEDY. I appreciate Mr. Jones' statements and comments and his statement. You have indicated that this committee ought to call the facts as it sees them; if there is going to be wrongdoing, that ought to be rooted out and condemned and pursued in any kind of way that it can be and it should be; and if we cannot, as a result of these hearings, find that, that that ought to be indicated as well.

I think that is a challenge to this committee which is fair and reasonable and certainly one which is consistent with the way this committee has worked in the past. I want to indicate that this earlier little exchange in terms of the submitting of the statements that our chairman is sensitive about, is something that I think all of us are sensitive about when we see the Secretaries of Labor that are the parent department for this committee, or the Justice Department in the Judiciary Committee, who understand those rules and procedures, do not submit statements. It makes it extremely difficult for those of us who are interested in the subject matter to follow the material.

You submitted a statement last year, and your statement today is remarkably similar to that, the subject matter is. The record can stand on that. We will let the record stand on that.

The CHAIRMAN. I think we'll have to look at the record on that.

Senator KENNEDY. I don't think there were any surprises on it. I will submit the questions. The one question I would ask, Mr. Jones, is are there any legal requirements that hiring halls establish minimum work experience standards?

Mr. JONES. Not that I know of.

Senator **Kennedy**. The other attorneys? Just say it in so we've got you on the record.

Mr. **Blake**. None, Senator Kennedy.

Senator **Kennedy**. Fine.

Mr. **Elbaor**. No, Senator, none at all.

Senator **Kennedy**. Well, I would appreciate if you would respond. I had a number of questions here. I wish, if you would take the time to respond, I think it would be extremely useful and helpful. I appreciate your presence here this morning. I regret I have to go to the floor but I look forward to reviewing your responses. I want to thank you very much for your participation.

Mr. **Jones**. Thank you, sir.

The **Chairman**. Thank you, Senator Kennedy. We will keep the record open for all members of this committee to submit written questions, or anybody who has the time to come to the committee and ask any questions they desire.

Similar language appears in the 1979 collective bargaining agreement between Local 154 of the Boilermakers in Pittsburgh and the western Pennsylvania Boilermakers' employers, similar to that language that I just quoted from the southeastern United States and southeastern employers' agreement. The relevant section in the Pittsburgh agreement is article 18, page 38.

Now my question is, do these collective bargaining provisions leave any doubt in your mind that 8,000 hours is the journeyman standard, Mr. Jones.

Mr. **Jones**. Sir?

The **Chairman**. Do these collective bargaining agreements in Pittsburgh and southeastern United States, do they leave any doubt in your mind that 8,000 hours is the journeyman standard?

Mr. **Jones**. I am not familiar with the Pittsburgh agreement.

The **Chairman**. OK.

Mr. **Jones**. The southeastern States agreement I can speak for. The 8,000 hours with respect to the helper-trainee is negotiated within the labor agreement and is a classification. It has nothing to do with the referral rules whatsoever.

Mr. **Elbaor**. Senator, we will be happy to submit a written response to your questions once we familiarize ourselves with it.

The **Chairman**. OK; that will be great. I will put the language in the southeastern Articles of Agreement into the record as Jones committee exhibit No. 3 and then the language of the Articles of Agreement for the western Pennsylvania area in as Jones committee exhibit No. 4.

[Jones exhibits Nos. 3 and 4 follows:]

Jones Exhibit No 3

of the employee.

5. A sufficient number of helper-trainees will be referred to perform all work which they are capable of performing with proper supervision. In order to provide adequate numbers of helper-trainees readily available, a registration list shall be maintained at the local union hall, and the number of registrants at any one time should not exceed 50% of the number of indentured apprentices in that local union.

6. No Employer who fails or refuses to hire field construction boilermaker apprentices when available, in accordance with the agreed-upon ratio of apprentices to journeymen, will be allowed to employ helper-trainees.

7. Helper-trainees who have completed 8,000 hours as helper-trainees shall advance to field construction boilermaker journeyman. Helper-trainees will receive the same credit hours as apprentices for welding tests, rigging evaluation and tests, and related skill experience.

8. A helper-trainee who establishes his qualifications as a certified welder under A.S.M.E. Code requirements may be temporarily advanced to field construction boilermaker journeyman's rate of pay only

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SOUTHEASTERN STATES

ARTICLES OF AGREEMENT

BETWEEN THE

INTERNATIONAL BROTHERHOOD
OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS

AND THE

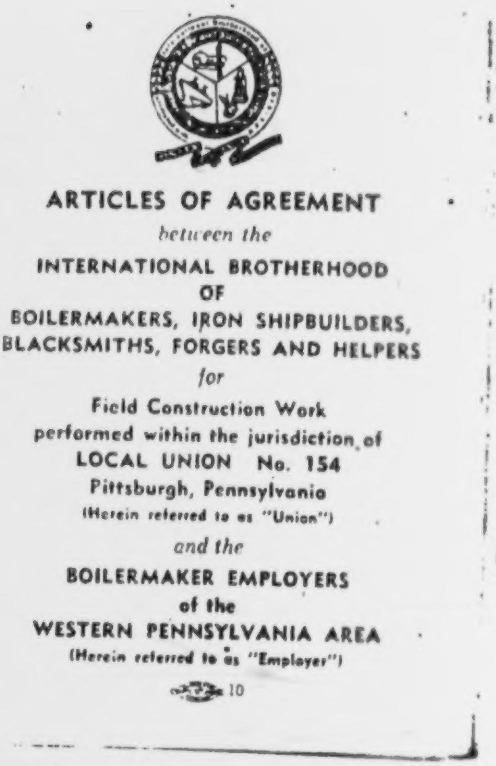
FIRMS WHOSE SIGNATURES
ARE AFFIXED HERETO

EFFECTIVE NOVEMBER 1, 1981

1979

JONES

EXHIBIT No. 4



ARTICLES OF AGREEMENT

between the

INTERNATIONAL BROTHERHOOD
OF
BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS

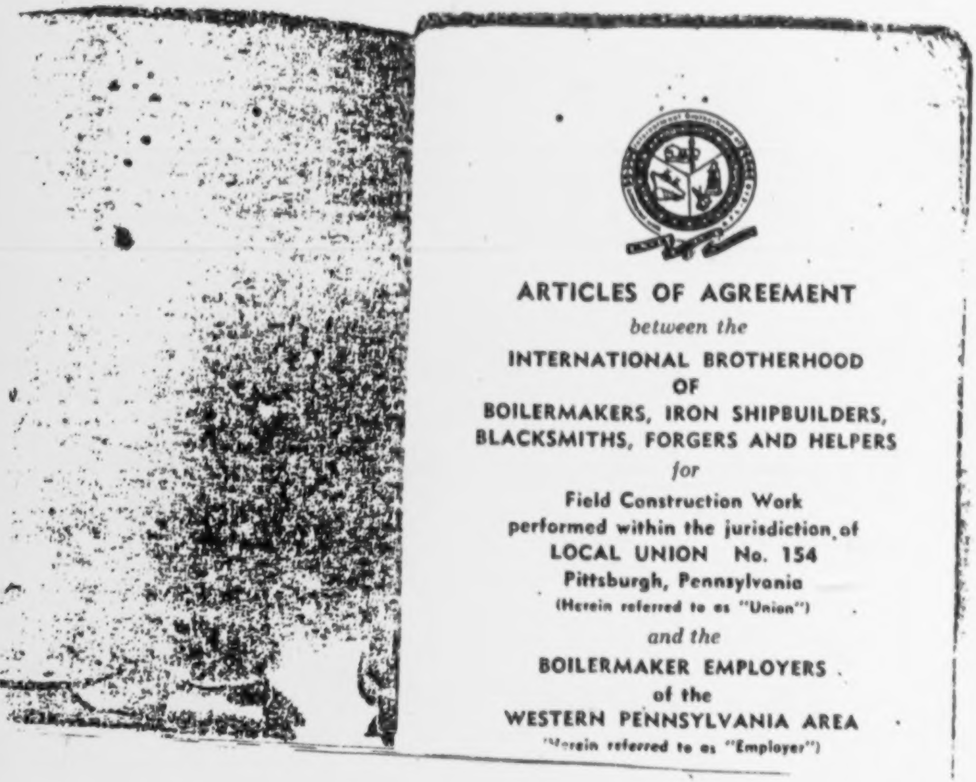
for

Field Construction Work
performed within the jurisdiction of
LOCAL UNION No. 154
Pittsburgh, Pennsylvania
(Herein referred to as "Union")

and the

BOILERMAKER EMPLOYERS
of the
WESTERN PENNSYLVANIA AREA
(Herein referred to as "Employer")

10



ARTICLES OF AGREEMENT

between the

INTERNATIONAL BROTHERHOOD
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for

Field Construction Work
performed within the jurisdiction of
LOCAL UNION No. 154
Pittsburgh, Pennsylvania
(Herein referred to as "Union")

and the

BOILERMAKER EMPLOYERS
of the
WESTERN PENNSYLVANIA AREA
(Herein referred to as "Employer")

Effective June 1, 1979

Classification	Hourly Rate
General Foreman	$13.83
Foreman	13.56
Assistant Foreman	13.33
Boilermaker Journeyman	12.83

Effective June 1, 1980

Classification	Hourly Rate
General Foreman	$14.88
Foreman	14.63
Assistant Foreman	14.38
Boilermaker Journeyman	13.88

Effective June 1, 1981

Classification	Hourly Rate
General Foreman	$15.93
Foreman	15.68
Assistant Foreman	15.43
Boilermaker Journeyman	14.93

(b) Except at the beginning and ending of a job, the General Foreman and/or Foreman shall be guaranteed the full forty (40) hour payroll week, provided he works a minimum of three (3) days. Reason of sickness will satisfy the above insofar as the remaining two (2) days are concerned, providing he contacts the job early on the day(s) involved. Holidays will be

considered as days worked. Assistant foremen shall be guaranteed paid holidays.

TRAINEE CLASSIFICATION

Employees who are not fully qualified as Field Construction Boilermaker journeymen or Field Construction Boilermaker apprentice, shall be hired under classification Trainee Field Construction Boilermakers as follows:

(1) Trainee Field Construction Boilermaker rate will be 80% of the Field Construction Boilermaker journeyman rate. Identification cards will be issued for verification of position and time.

(2) Hiring rate for Trainee Field Construction Boilermaker will be 70% for the first 2,000 hours he is employed under the Boilermaker Local 154 Agreement.

(3) Trainee Field Construction Boilermakers will be assigned by Management to perform any work which is normally performed by Field Construction Boilermakers and that falls within the capabilities of the employee.

(4) A sufficient number of Trainees will be referred to perform all work which they are capable of safely performing with proper supervision.

(5) No Employer who fails or refuses to hire Field

Construction Boilermaker apprentices when available in accordance with the agreed upon ratio apprentices to journeymen who will be allowed to employ Trainee Field Construction Boilermakers.

(6) Trainee Field Construction Boilermakers shall, after completing 8,000 hours as Trainee Field Construction Boilermakers, become eligible for examination and possible advancement to Field Construction Boilermaker journeymen.

(a) (1) Trainee Boilermakers will receive the same credit hours as apprentices for welding and rigging test.

(7) Trainee Field Construction Boilermakers shall be subject to all other terms and conditions of the Boilermakers Local 154 Agreement.

(8) The ratio of Trainees and/or apprentices should not exceed 20% of journeymen quantities, i.e., one (1) for every ten (10) journeymen and, one (1) for every five (5) journeymen thereafter.

Contractors employing less than ten (10) men more than five (5) may be allowed one (1) Trainee apprentice.

APPRENTICE CLASSIFICATION

The apprenticeship wage sc shall start at 70 the journeyman scale, each succeeding

(6) months thereafter, he shall be advanced as follows, upon approval of the Local Joint Apprenticeship Committee:

1st 6 months	70.0%
2nd 6 months	72.5%
3rd 6 months	75.0%
4th 6 months	77.5%
5th 6 months	80%
6th 6 months	85.0%
7th 6 months	90.0%
8th 6 months	95.0%

Employer agrees to strict adherence to payment of minimum hourly wage rates for apprentices and for Trainees, in accordance with classification and eligibility.

WELFARE FUND

Article XIX

The Employers agree to pay into the Boilermakers Lodge No. 154 Welfare Fund, the following percentages of the Weekly Gross Wages, for any employee covered by this Agreement. Contributions to be forwarded each month to Weaver Associates, Inc., 1700 Number Three Gateway Center, Pittsburgh, Pennsylvania 15222, not later than the fifteenth (15th) day of the following month. The Employer agrees to be bound by the provisions of Boilermakers Lodge No. 154 Health and Welfare Trust Agreement.

The CHAIRMAN. Now, Mr. Jones, since the committee had no proof last October that 8,000 hours were requisite to journeyman status and pay, it might appear to some that your statement was designed to mislead the committee into believing that it should reject my request for the 8,000 hour documents on grounds that the documents were irrelevant. In addition to your own criticisms of our 8,000 hour focus, another Boilermaker official, David L. Lewis, who is the secretary of the pension fund, the particular pension fund, argued in sworn testimony submitted October 25, 1983, that the documents were not relevant.

Now I think maybe you can understand why I might be concerned that your and Mr. Lewis' testimony was misleading at the time. I just might mention that Mr. Lewis' testimony we will put in the record at this particular point as Jones Committee exhibit 4-A. Staff is passing all of these exhibits to them so you have them.

[NOTE.—The exhibit referred to, Mr. Lewis' testimony of Oct. 25, 1983, was previously submitted for the record and appears on p. 179 of this volume.]

Mr. ELBOAR. Would you like Mr. Jones to respond? He is prepared to respond.

The CHAIRMAN. Sure.

Mr. JONES. I have no control, Senator, over the Pension Trust Committee, nor do I have any control over their records.

The CHAIRMAN. OK.

Mr. JONES. Those are solely under their control. I can tell you this, that our pension plan is unique in that it is a national pension plan; it covers not only construction, it covers shipyards, shops, manufacturing plants and other segments of our industry and agreements with our employers.

These hours are reported from all over the United States and they are reported annually and they are reported in one lump figure, and there is no differentiation between the hours from construction employment of shipyard employment or any of the other segments of the industry. That's one reason they would not be a completely reliable source.

The other is that they in no way would show the hours worked in the nonunion sector.

The CHAIRMAN. Mr. Jones, let me clear up another point before we go any further. As you know, and I believe the records show, the worker needs 8,000 hours of field construction work or completion of an apprenticeship program to get journeyman status as a field construction boilermaker in a majority of your locals. I think you agree with that, Mr. Blake.

Mr. ELBAOR. What was the question or the statement, Senator? I didn't catch it.

The CHAIRMAN. That a worker needs 8,000 hours of field construction work——

Mr. ELBAOR. I'm sorry, sir.

The CHAIRMAN. I don't know why he can't hear. I mean, I feel——

Mr. JONES. The 8,000 hours has to do with referral, Senator.

The CHAIRMAN. No, the 8,000 hours, a worker needs 8,000 hours of field construction work or completion of an apprenticeship program to get journeyman status or referral as a journeyman, as a field construction boilermaker, in a majority of your locals. Do you agree with that or don't you agree with that? Mr. Blake was agreeing with it a minute ago by nodding his head.

Mr. JONES. The one certain way to get journeyman status is to finish the apprenticeship training program. That's journeyman status. The 8,000 hour requirement has to do with placement on the referral list; it has to do with the criteria for referral. The referral procedure is simply one step in the screening procedure for hiring people by the contractor. The contractor can either hire them or reject them for any reason. The contractor frequently does reject them. The contractor has the right to return them to the hall. The contractor has the right to challenge their status to be on the referral list, and to be heard by a joint referral disputes committee of the contractor and the union.

The CHAIRMAN. I think maybe we're just talking about the same thing. You know, I again cite the statement by Mr. McDermott, who——

Mr. JONES. But you said journeyman status in the union, sir.

The CHAIRMAN. No, I said journeyman referral status in the union. In order to get a job, you've got to be referred, don't you?

Mr. JONES. His registration on the referral list does not necessarily qualify him as a journeyman. He is qualified as a journeyman when he is screened and tested by the employer and employed as a journeyman by the employer.

The CHAIRMAN. I see, but he has to have 8,000 hours to be referred as a journeyman.

Mr. JONES. That's the requisite for referral, yes.

The CHAIRMAN. Well, that's my point. That's all I'm asking you, sir. I read this letter to Mr. McDermott from Mr. Moreland: "The 8,000 hour requirement is obviously intended to serve as an objective mechanism whereby both to avoid any inference of invidious discrimination and to assure contractors that they will receive the services of skilled, experienced construction boilermakers in accordance with the wage scale set forth at article 18 of this agreement."

Now Mr. Lewis states on page 3 of his October 25, 1983 statement that the pension records we received do not distinguish between field construction work, manufacturing work, or shipyard work. He says the figures we received may reflect a combination of all such work. He uses this as an argument, as I understand it, an argument against our getting the pension records. Actually, I think this fact does work in your favor because the combination of field, construction, and of course other work could incorrectly put a worker over 8,000 hours, and you are saying that's right.

Mr. ELBAOR. I agree with you, Senator, on that point.

The CHAIRMAN. For construction work, and of course that would be out of the reach of our study, and you agree with that.

Mr. ELBAOR. But it also does not, those pension trust hourly summaries do not reflect the work that a boilermaker may have done for nonunion employers.

The CHAIRMAN. Which is what I said in my opening statement.

Mr. ELBAOR. And that is why the pension trust summaries would in no way even provide a threshold basis or a basis to make a threshold determination of experience. It is simply impossible. You cannot do it from those pension trust records.

The CHAIRMAN. Mr. Lewis also stated in his written testimony that we should not get the pension records because they did not reflect nonunion employment. However—go ahead; is that right?

Mr. ELBAOR. That's correct, Senator.

The CHAIRMAN. However, the signing of worker qualification sheets should provide some indication of whether an individual at the time of referral had satisfied the 8,000 hour work requirement in nonunion employment or elsewhere, shouldn't it?

Mr. ELBAOR. Senator, no, because—let me just give you a little illustration here. Let's assume that you can find an 18-year-old person who does not have more than 1,000 hours on his pension trust hourly summary and he claims to be a good welder. It may be that that person since the age of 13 or 14 has been taken into the garage by his dad and taught how to weld, and it may be that that person who is 18 years old has also gone to a welding school such as the Lincoln Institute, so that he could weld rings about anybody who is twice his age.

The Chairman. If that——

Mr. ELBAOR. Senator, wait a minute. Wait a minute, now. If he has less than 1,000 hours on his pension trust summary, hourly summary, but nevertheless he is sent out for a job because the union does not have enough people on the hiring hall placement list, and he passes the employer's test, the employer may be very, very satisfied and happy to pay that 18-year-old a journeyman's wage simply because he can do the work to the employer's satisfaction, and he may have acquired his experience back when he was 13 or 14 years old, learning at his dad's knee, and going to training schools to become one of the best welders around——

The CHAIRMAN. I see; well, all I'm referring to is the qualifications——

Mr. ELBAOR. And the pension trust summary would show nothing. It would in fact create an opposite inference that could unfairly hurt the man.

The CHAIRMAN. I am referring to qualification sheet that they sign, and right underneath their name, address, telephone number, social security number, date of birth, and "affiliate of local union No. 154," it states, "I am a qualified construction boilermaker with at least 8,000 hours of actual working experience at the boilermaker trade in the building and construction industry, or have satisfactorily served an apprenticeship in the trade."

Mr. ELBAOR. Senator, is that the work referral sheet used by one of our local lodges.

The CHAIRMAN. This is the qualification sheet.

Mr. ELBAOR. That is used by a local lodge. It does not have any connection with the National Brotherhood.

The CHAIRMAN. I see.

Mr. ELBAOR. But I would point out that an applicant could attempt a deception by falsifying information on that work qualification sheet, and that would not be the lodge's wrongdoing but the applicant's.

The CHAIRMAN. Well, under Mr. Jones' statement today he said:

> Under our 8,000 hour rule, both union and nonunion persons who seek placement on the hiring hall's out-of-work list from which job referrals are made, are required

to produce documentary or other evidence of 8,000 hours of actual, practical working experience in boilermaker type field construction.

Mr. Elbaor. That's correct.

The Chairman. That's what that document is, and we're talking about local 154 here. Maybe he doesn't know every detail about local 154, and I'm certainly not holding him to that.

Mr. Elbaor. Thank you.

The Chairman. I just want to know what in the heck it means, and I think the documents speak for themselves. I think the attorney's letter speaks for itself. I think his statement speaks for itself.

Mr. Elbaor. Thank you.

The Chairman. This sounds almost like "Newspeak" to me sometimes when I'm asking these questions.

Mr. Elbaor. Well, this is the first time that you have had an authoritative source to speak on the constitution, so it is new.

The Chairman. Well, let me tell you something: If what you're saying here today is definitive of what these men have to know in order to be referred as journeymen, I don't see how anybody would know where they would stand in this union. [Laughter.]

Nobody in his right mind could figure it out. Only the attorneys could know and then, I take it, by ad hoc attorney decision. So, I mean, I think the records speak for themselves; I think the legal opinion letter speaks for itself; I think the contracts speak for themselves; I think the qualification sheet speaks for itself. Everything that we have says that you're wrong here.

Mr. Elbaor. Senator, the higher the standards or the more attempts that a union will make to establish minimum qualifications, the more the union is vulnerable to attacks from both qualified and unqualified people that somehow they are being discriminated against. It is an unfortunate but true reality that does not exist in the nonunion construction sector.

The Chairman. Well, I think what needs to be pointed out, we didn't make up the 8,000 hours. We didn't conjure that out of the air. Your union members who testified here didn't conjure it out of the air. It's in all these documents, and you're acting like they don't exist or have any impact.

Mr. Elbaor. They do exist.

The Chairman. I would say they do.

Mr. Elbaor. They have a very beneficial effect on the construction industry but they have been falsely and inaccurately represented here by certain witnesses.

The Chairman. Well, I don't see how. I think these documents back up what the witnesses have said, and I don't see how anybody could disagree with that.

Well, let me go a little bit further. Does the international—if you know, Mr. Jones, and keep in mind I don't expect you to know everything that goes on in these local unions, and if you don't know just say so—but does the International encourage local business agents to verify these qualification sheets like the one that I just read from?

Mr. Jones. The business agent or dispatcher is supposed to get the qualifications. The verification is the warranty of the individual who makes them. Now we anticipated that there would be possibly some misrepresentations, and there is a rule in the referral rules which penalizes anyone who is found misrepresenting his qualifications on those documents.

The CHAIRMAN. You state on page——

Mr. JONES. It is somewhat difficult and it would be quite expensive to go into a program of verifying each and every statement made in one of these representations, but I think if you remember that the referral is the first step in the screening and hiring process; that the employer is the final step in the screening and hiring process; that if that man makes misrepresentations on his statement, it would be just as unlikely that he is going to get a job on a boiler as it would if he was to make misrepresentations about being a pilot and having a pilot's card in his pocket, and trying to get a job with American Airlines.

The CHAIRMAN. Well, I might add that your statement verifies that. One page 10 of your new statement, persons seeking referral "are required to produce documentary or other evidence of 8,000 hours actual, practical working experience in boilermaker type field construction."

Now do you think that the local unions are doing a good job of complying with your encouragement to check these things out?

Mr. JONES. I think that the local unions are generally doing a good job. If someone is not getting the documentation from the individuals because they are in a hurry, with a situation where there is a manpower shortage, and they are trying to get them out and not getting them until 6 months later, I can understand that.

The CHAIRMAN. I do, too.

The committee staff, as I mentioned in my opening statement, did a case study to determine whether unqualified boilermakers were referred and paid as journeymen. Because we had difficulty in working out an agreement with regard to access to the union documents, we had to limit our primary focus to Pittsburgh Local 154. As mentioned in the Moreland letter to the National Labor Relations Board in Pittsburgh, article 18 of the 1979 collective bargaining agreement between local 154 and western Pennsylvania employers is the article dealing with these wage scales or with wage scales. It calls for a $12.83 an hour wage for journeyman boilermakers on June 1, 1979, rising to $14.93 an hour by June 1, 1981. Under a subsequent agreement it went up to $15.80 on June 1, 1982. Apprentices under both agreements got 70 percent of journeyman scale for their first 6 months of work, with increases to 95 percent by the last 6 months of their apprenticeship. Trainees, a category under the 1979 but not the 1982 agreement, got 70 to 80 percent of the journeyman wage.

I would place the 1982 agreement in the record as Jones committee exhibit No. 5.

[Material referred to follows:]

Excerpts of 1982 WAGE AGREEMENT
of Local 154

182
Jones
Exhibit
No. 5

ARTICLES OF AGREEMENT
between the
INTERNATIONAL BROTHERHOOD
OF
BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
for
Field Construction Work
performed within the jurisdiction of
LOCAL UNION No. 154
Pittsburgh, Pennsylvania
(Herein referred to as "Union")
and the
BOILERMAKER EMPLOYERS
of the
WESTERN PENNSYLVANIA AREA
(Herein referred to as "Employer")

10

* * * * * * *

parties involved. Such decisions shall be within the scope and terms of this Agreement, but shall not change such scope and terms; shall be rendered within fourteen (14) calendar days from the time of reference to the Arbitration Committee, and shall specify whether or not it is retroactive and the effective date thereof.

(e) If the two (2) members of the Arbitration Committee fail to select a neutral member within four (4) calendar days, the two (2) members already appointed shall, within four (4) calendar days, call upon the Federal Mediation and Conciliation Service to make the third selection. In the event either the Employer or the Union's representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within the said four (4) calendar days, the other representative shall have the authority to make such request.

(f) The expense of the third member of the Arbitration Committee shall be borne equally by the Union and the Employer. All other expenses of the Arbitration procedure will be borne by the party incurring them.

(g) Any grievance must be submitted in writing to the other party within ten (10) calendar days of occurrence or it will be considered closed.

WAGE SCALE

Article XVIII

(a) The Contractor shall pay and the members of the Union shall accept the following minimum wage scale which shall apply to all counties listed in Article 1, paragraph (b) under the territorial jurisdiction of Lodge No. 154:

Effective June 1, 1982

Classification	Hourly Rate
General Foreman	$16.80
Foreman	16.55
Assistant Foreman	16.30
Boilermaker Journeyman	15.80

Effective June 1, 1983

Classification	Hourly Rate
General Foreman	$17.67
Foreman	17.42
Assistant Foreman	17.17
Boilermaker Journeyman	16.67

Effective June 1, 1984

Classification	Hourly Rate
General Foreman	$18.54
Foreman	18.29
Assistant Foreman	18.04
Boilermaker Journeyman	17.54

(b) Except at the beginning and ending of a job, the General Foreman and/or Foreman shall be guaranteed the full forty (40) hour payroll week, provided he works a minimum of three (3) days. Reason of sickness will satisfy the above insofar as the remaining two (2) days are concerned, providing he contacts the job early on the day(s) involved. Holidays will be considered as days worked. Assistant Foremen shall be guaranteed paid holidays.

APPRENTICE CLASSIFICATION

The apprenticeship wage scale shall start at 70% of the journeymen scale, and for each succeeding six (6) months thereafter, he shall be advanced as follows, upon approval of the Local Joint Apprenticeship Committee:

1st 6 months	70.0%
2nd 6 months	72.5%
3rd 6 months	75.0%
4th 6 months	77.5%
5th 6 months	80%
6th 6 months	85.0%
7th 6 months	90.0%
8th 6 months	95.0%

Employer agrees to strict adherence to payment of minimum hourly wage rates for apprentices. The ratio of apprentices employed on a job shall be one (1) apprentice for the first five (5) men employed and one (1) apprentice for each additional ten (10) men employed.

WELFARE FUND

Article XIX

The Employers agree to pay into the Boilermakers Lodge No. 154 Welfare Fund, the following percentages of the Weekly Gross Wages, for any employee covered by this Agreement. Contributions to be forwarded each month to Weaver Associates, Inc., 1700 Number Three Gateway Center, Pittsburgh, Pennsylvania 15222, not later than the fifteenth (15th) day of the following month. The Employer agrees to be bound by the provisions of Boilermakers Lodge No. 154 Health and Welfare Trust Agreement.

Effective June 1, 1982:

5% of the Weekly Gross Wages

Effective June 1, 1983:

5% of the Weekly Gross Wages

Effective June 1, 1984:

5% of the Weekly Gross Wages

In the event the Health and Welfare Fund starts to diminish, the 2½% which is cur-

* * * * * * *

The Chairman. Now our study of the pension records that we have received from the International showed that 273 of the 1,295 members of local 154 were referred and paid as journeymen despite not having their 8,000 hours of requisite experience, at one time or another between 1979 and 1982. I would like to refer your attention to the coded list that my staff has provided to you.

Mr. ELBAOR. Senator, could you make those exhibits committee exhibits? We have never seen the exhibit you were referring to.

The CHAIRMAN. Can we make them committee exhibits for the record?

Mr. ELBAOR. Please, rather than Jones exhibits.

The CHAIRMAN. Rather than what?

Mr. ELBAOR. Rather than Jones exhibits.

The CHAIRMAN. Sure. We'll be glad to change that designation to Jones committee exhibits.

Mr. JONES. I am not even familiar with the Pittsburgh agreement.

The CHAIRMAN. Yes, I don't mean that they are his exhibits. It's just for identifying them. We'll call them Jones committee exhibits.

I would like to just refer your attention to that coded list that my staff has provided. Under the committee's November 15, 1983 agreement with the union, we are not permitted to reveal the names of individual boilermakers with respect to the records we obtained from the union's pension fund, Mr. Jones, so we had to code these names. The actual names, however, are before you so I will ask you some questions——

Mr. ELBAOR. The names are not before us, and I have a hunch that this list is going to be awfully long.

The CHAIRMAN. You've got it right there.

Mr. ELBAOR. You said 220 names. Do you think this would be more appropriate for our written response to a question, if there is one, Senator?

The CHAIRMAN. As I understand it, they gave it to you at the beginning, but is that another copy of it.

Mr. ELBAOR. This is totally new. I have never seen this.

The CHAIRMAN. All right. Well, you have it. We want you to have it and we're going to ask six questions about it, and I don't think they are going to be difficult to answer. Let me just see where we go.

Mr. ELBAOR. We may not be able to answer them on this short notice but we could make a written submission.

The CHAIRMAN. Well, if you can't, we're not trying to take advantage of you. We just want to get answers here and if you can't answer them, we'll allow you to submit written answers.

Mr. ELBAOR. Thank you.

The CHAIRMAN. There's no problem there. I just want to get answers to these questions. That's all.

I might add that the actual names are before you. I don't think you should mention those names, but let me refer you to Pittsburgh boilermaker No. 1128 on that list. In 1981 this——

Mr. ELBAOR. Are you referring to local lodge 1128?

The CHAIRMAN. I'm talking about local lodge 154. We have coded the boilermakers names and this is the code that you gave to them, so we're using your code. Now let me refer you to Pittsburgh boilermaker No. 1128, so we don't mention his name. In 1981 this boilermaker——

Mr. **Elbaor**. We need a second here. We can't even find 1128. We just got a jumble of papers thrown in front of us.

The **Chairman**. Aren't they in order?

Mr. **Elbaor**. No, no. They're out of order.

The **Chairman**. They're in numerical order, aren't they? If they're not in numerical order, staff, get them in numerical order. I believe they are, but—OK. Now this boilermaker 1128 earned $45,960 through referrals from local 154 in 1981. He did not have 8,000 hours and had not completed an apprenticeship training program. His qualification sheet did not show any credit for nonunion hours, yet he received journeyman's pay throughout that particular year of 1981. Now in your opinion, Mr. Jones, or you can be helped by counsel here, was this a proper referral under the collective bargaining agreement then in effect?

Mr. **Jones**. We will study the document and reply in writing, Senator. This is a local matter and it will take some discussion and inquiry.

The **Chairman**. In 1982 this same boilermaker No. 1128 received journeyman's pay totaling $52,714 through referrals from local 154. He still as of that date had not attained his 8,000 hours and had not yet completed an apprenticeship program and, I might add, his qualification sheet was not updated to show any nonunion hours. Again, was that a proper referral?

Mr. **Jones**. We will have to study the document, Senator.

The **Chairman**. All right. Let me refer you to——

Mr. **Jones**. The information—we have not seen any of these documents prior to this moment. We have a whole handful of documents here and we need time.

The **Chairman**. Yes. Well, let me get your written response on——

Mr. **Blake**. The documents we have here are strictly from the pension fund, as I see them here. That's all we have.

The **Chairman**. These include qualification sheets and earnings records.

Let me just tell you what I was going to do. I was going to go right down through it. You said that 8,000 hours was necessary for referral. Let me just put the rest of the questions into the record, and you can——

Mr. **Elbaor**. Excuse me, Senator. We said it is generally necessary for a referral, but there are circumstances where a person will not have 8,000 hours yet be eminently well qualified and employable and in fact hired by the employer, who is the ultimate judge of a person's experience.

The **Chairman**. All right. Why don't you answer that as part of the questions, too, whether these people were——

Mr. **Elbaor**. Well, we can only study these documents, and we will be happy to.

The **Chairman**. I understand. Sir, I'm not asking you to answer it now. You have asked for time to submit written responses. I want those written responses and I want you to look at that, and if you find that that's just a super—the one thing that I thought Mr.

Jones had said was, if you didn't have enough boilermakers to do the work they could refer out people with less than 8,000 hours.

Mr. **Jones**. I don't know if that's the case, sir.

The **Chairman**. I understand. I'm asking you to tell me one way or the other. Let me just put the rest of these into the record. In 1980, boilermaker No. 1361 on that list, he earned journeyman's pay totaling $37,594 on referrals out of the Pittsburgh local; in 1981 he earned $35,141; and in 1982 he earned $35,484 on such referrals. By the end of 1982 he still did not have the 8,000 hours, had not completed an apprenticeship program, and his qualification sheet did not indicate any nonunion hours. Again, I would ask that question: Was this individual properly referred and properly paid as a boilermaker journeyman?

Let me refer you to another one: In 1980 boilermaker No. 1343 received journeyman's pay totaling $40,548 on referrals out of local 154. He did not have 8,000 hours by year's end, had not completed an apprenticeship program, and his qualification sheet did not indicate any nonunion hours. Again, was this a proper referral?

In 1979 boilermaker No. 1607 made journeyman's wages of $33,127 on his referrals out of local 154. He didn't have the 8,000 hours, had not completed an apprenticeship program, and his qualification sheet did not show any nonunion hours. Was this a proper referral?

In 1979 boilermaker No. 1282 earned $26,527 on his journeyman referrals out of local 154. He didn't have his 8,000 hours, had not completed an apprenticeship program, and his qualification sheet did not show any nonunion hours. Was this a proper referral? Our records show that this individual also was referred as a journeyman during 1979 to the Beaver Valley nuclear powerplant in Shippingport, PA, and I want to know if you have any problem with that referral at that time.

Our records also show that the following additional boilermakers were referred as journeymen to Beaver Valley in 1979, even though they did not meet the criteria I have mentioned with respect to the previous several employees: These are boilermakers No. 1471, 1465, and 1287. Do you have any problem with those as referrals?

Now, you know, we could go on and on, but that ought to give you something to work on. That completes all that I will ask you about the Pittsburgh study, but let me just ask you a couple of other questions about some more of the Local 154 witnesses. Let me do that by turning to the analysis we did of the South Carolina records we obtained.

As you know, Mr. Jones, the committee under the agreement with the union dated last November 15 received pension records of members of local 687 in Charleston, SC. We were unable to carry that particular study as far as we did the Pittsburgh study because comprehensive pay records were not available, as they were for the Pittsburgh local, through the NLRB. Local 687 refused to provide us any pay records.

Nonetheless, we went ahead. We examined the pension records and learned that at the end of 1982 there were 300 members of Local 687 who had less than 8,000 hours of boilermaker experience. The local's late president, Mr. Kenneth Horne, told us prior to his death last August that qualification sheets were not maintained, and indeed one witness, Mr. Charles Shirley, said he was not even asked his qualifications when he bought his mechanic's book in Charleston from Mr. Horne, despite not having the 8,000 hours.

Of the 300 Charleston boilermakers who had less than 8,000 hours at the end of 1982, 238 were classified as mechanics, 18 as trainees, 21 as apprentices, and 23 with no classification at all. Now would the persons with less than 8,000 hours who had mechanics' designations have received journeyman's pay, as many of them did in the Pittsburgh area, Mr. Jones, if you know?

Mr. JONES. I don't know.

The CHAIRMAN. OK. Would you obtain for me the local 687 pay records and provide them to the committee, so that we can——

Mr. ELBAOR. Which pay records, Senator?

The CHAIRMAN [Continuing]. So that we can ascertain whether any of these 238 mechanic designees who did not have 8,000 hours received journeyman's pay in 1982 and 1983?

Mr. ELBAOR. Senator, is the timeframe 1982-83?

The CHAIRMAN. Right.

Mr. ELBAOR. Will we get a list of the names of the persons who you seek information for?

The CHAIRMAN. Sure. We'll give that to you today.

Mr. ELBAOR. Fine. I should just——

The CHAIRMAN. You will provide that information to us, then?

Mr. ELBAOR. Well, we will attempt to locate the documents. I cannot guarantee that in fact we can, but if we——

The CHAIRMAN. But if they are in existence, you will provide them to us?

Mr. ELBAOR. Yes; now can we also understand one thing, that Mr. Shirley's statement that Mr. Horne did not ask him for 8,000 hours' proof was in connection with Mr. Shirley's application for membership in the International Brotherhood, and I think we have made it very clear, and I think you accept now as the GAO does, that Mr. Horne wouldn't have asked that question because it was totally irrelevant to Mr. Shirley's application.

The CHAIRMAN. But remember Mr. Horne gave him his mechanic's card.

Mr. ELBAOR. That's correct, and the 8,000 hour requirement has nothing to do with the mechanic's card.

The CHAIRMAN. Well, you know, I think we can split legal hairs all we want, but he gave him his mechanic's card. That made him a journeyman. He got paid as a journeyman as far as work——

Mr. ELBAOR. Because an employer paid him as a journeyman.

The CHAIRMAN. Well, I think because he had to meet the contract that the employer had entered into, the collective bargaining agreement.

Would you also check on that particular local's apprenticeship training records to determine whether any of these individuals with less than 8,000 hours completed an apprenticeship, which of course would entitle them to journeyman's pay under normal rules and regulations? You will provide that as well?

Mr. ELBAOR. We will look for the documents, Senator.

The CHAIRMAN. You will provide them if they are available?

Mr. ELBAOR. Same time period, same names?

The CHAIRMAN. That's right.

Now, Mr. Jones, we know for a fact that unqualified persons were referred and paid as journeymen out of the Pittsburgh local. Now we will find out whether they were referred as journeymen in South Carolina. Now do such referrals of unqualified persons raise the possibility of safety problems in the plants where those people work? If unqualified welders are referred, does that raise the possibility that there might be unsafe conditions or unsafe work done at some of these plants where those people work?

Mr. JONES. I have no knowledge that any unsafe condition has developed because of boilermakers' welding. I have no knowledge of any weld, faulty weld, that has been found or pinpointed by anyone that could be credited to any boilermaker welder. I know of no accidents that have been reported that have been attributed to boilermakers' welding.

The CHAIRMAN. Well, the question was, if they were unqualified and were referred, wouldn't that raise the issue of the possibility of safety problems?

Mr. JONES. I do not think that they would be able to get by the welding test or the screening that the employer would institute before they hired them. If they did, if they did get hired, the employer still watches the mechanic on the job, institutes quality control procedures, and generally supervises his job, and I don't think that somebody that got on the job by accident would last until lunch.

The CHAIRMAN. Well, let me just say this: I think it does raise problems and certainly safety problems. We have lists of unqualified persons being referred to powerplants being operated by four companies—Schneider, Inc., Babcock & Wilcox, Foster-Wheeler, and GPU Nuclear. We will cleanse these lists of names, we will put a code designation, and of course we will place those in the record at this particular point.

[Material referred to follows:]

GPU Nuclear

GPU Nuclear
100 Interpace Parkway
Parsippany, New Jersey 07054
201 263-6500
TELEX 136-482
Writer's Direct Dial Number:

June 14, 1984

The Honorable Orrin G. Hatch
United States Senate Committee on Labor
and Human Resources
First & Constitution Ave., N.E.
Washington, D. C. 20510

Dear Senator Hatch:

This letter is in response to your June 5, 1984 letter to GPU Nuclear Corporation (GPUNC). Our records indicate that none of the Boilermakers from Local 154 listed in the enclosure to your letter worked at the Three Mile Island Nuclear Generating Station (TMI) between 1979 and 1982. This statement is made with some reservations, however.

Neither GPUNC, the operator of TMI, nor Jersey Central Power and Light Co., Metropolitan Edison Co. or Pennsylvania Electric Co., the owners of TMI, employ Boilermakers. When Boilermakers work at TMI, they are employed by contractors. Therefore, GPU Nuclear Corp. records are only an indirect source of information. For example, if the work being done by a particular contractor employee requires access to a very secure area, security records would indicate that a security badge was issued. However, work was done at TMI by Boilermakers in areas for which only visitors' passes need be issued of which no records exist for the time period in question.

GPUNC has searched its security records and also asked Catalytic Inc., the contractor by whom almost all of the Boilermakers who worked at TMI were and are employed, to search its employment records.

These records indicate that none of the Boilermakers on your list worked at TMI between 1979 and 1982. Nevertheless, at least one contractor, Pittsburgh Des Moines Steel Co., employed Boilermakers for work at TMI during the period in question whose employement records are not available to us and whose employees may not have been issued security badges.

If you require further information, please contact me.

Very truly yours,

F. F. Manganaro
Vice President and Director
Maintenance and Construction Division

CC: P. R. Clark

GPU Nuclear is a part of the General Public Utilities System

Schneider Enterprises Inc.

June 14, 1984

The Honorable Orrin G. Hatch
The United States Senate
Committee on Labor and Human Resources
Washington, D.C. 20510

Dear Senator Hatch:

Reference your letter of June 5, 1984, I have enclosed the requested information; namely, specific individuals and the applicable job site worked at between 1979 - 1982. To the extent possible, we have attempted to provide you with accurate information. However, it should be noted, that due to the short timeframe allowed for compiling the information, some probability of error may exist.

Please note that your original list included some 221 names. On Monday, June 11, 1984, I was notified by Mr. Jerry Bond that the list was condensed to 19 names.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Debra M. Lemasters

Debra M. Lemasters
Employment Practices Administrator

DML/nlg

121 Seventh St., Pittsburgh, Pa. 15222 (412) 288-7000

1979

	NAME	JOB SITE	
1063	[redacted].	-	
1065	[redacted].	-	
1108	[redacted].	Hatfield	
1261	[redacted].	Hatfield	
1267	[redacted].	Hatfield	
1278	[redacted].	Beaver Valley	1/79; 2/79; 3/79
1282	[redacted].	Beaver Valley	1/79; 2/79; 3/79; 4/79, 6/79. 7/79
1287	[redacted].	Beaver Valley	6/79
1324	[redacted].	Hatfield	
1394	[redacted].	Mitchell	
1453	[redacted].	Hatfield	
1465	[redacted].	Beaver Valley	6/79; 7/79, 8/79
1466	[redacted].	Mitchell	
1471	[redacted].	Beaver Valley	7/79; 8/79; 9/79; 10/79
1618	[redacted].	Hatfield	
1708	[redacted].	Hatfield	
2073	[redacted].	Witco Chemical	
2263	[redacted].	Beaver Valley	6/79
2228	[redacted].	Beaver Valley	1/79, 2/79; 3/79; 4/79

1980

	NAME	JOB SITE
1063	[redacted].	GE Brunots Island
1065	[redacted].	-
1108	[redacted]	-
1261	[redacted]	-
1269	[redacted]	GE Brunots Island
1278	[redacted]	Mitchell
1282	[redacted]	-
1287	[redacted]	-
1324	[redacted]	Hatfield
		G.E. Brunots Island
1394	[redacted]	Mitchell
1453	[redacted]	-
1465	[redacted]	-
1906	[redacted]	Armstrong
		APSC Springdale
1971	[redacted]	-
1618	[redacted]	U.S. Steel Saxonburg
1708	[redacted]	Pen Seward Station
		Armstrong
2073	[redacted]	-
2203	[redacted]	Mitchell
2225	[redacted]	Beaver Valley II 4/80; 5/80; 6/80; 7/80; 8/80; 9/80, 10/80; 11/80; 12/80.

1981

	NAME	JOB SITE
1063	[redacted]	Mitchell
1065	[redacted]	-
1108	[redacted]	-
1261	[redacted]	-
1269	[redacted]	Mitchell
1278	[redacted]	-
1282	[redacted]	-
1287	[redacted]	-
1329	[redacted]	-
1394	[redacted]	Mitchell
1453	[redacted]	-
1465	[redacted]	-
1466	[redacted]	Mitchell
1471	[redacted]	American Schack
1618	[redacted]	U.S. Steel Saxonburg
		Mitchell
1708	[redacted]	-
2073	[redacted]	Homer City
2203	[redacted]	-
2226	[redacted]	Beaver Valley II 4/81; 5/81; 6/81; 7/81; 8/81; 9/81; 10/81; 11/81; 12/81

1982

	NAME	JOB SITE
1063	[redacted].	-
1065	[redacted]	Cheswick
1108	[redacted]	Mitchell
1261	[redacted]	-
1269	[redacted].	Mitchell
1278	[redacted]	-
1282	[redacted].	Beaver Valley II 10/82; 11/82
1287	[redacted]	Mitchell
1329	[redacted]	Mitchell
1394	[redacted]	-
1453	[redacted]	-
1465	[redacted]	-
1466	[redacted]	Armstrong
1471	[redacted].	Armstrong
1618	[redacted]	-
1708	[redacted]	-
2073	[redacted]	-
2203	[redacted]	-
2938	[redacted]	Beaver Valley II Nuclear Fab

Babcock & Wilcox

a McDermott company

B&W Construction Company

3333 Copley Road
Copley, OH 44321
(216) 666-8841

June 11, 1984

Honorable Orrin G. Hatch, Chairman
United States Senate
Committee on Labor and Human Resources
Washington, D.C. 20510

Dear Senator Hatch:

Enclosed you will find the Babcock & Wilcox Company's response to your inquiry of June 4, 1984. We have listed all employment locations for those individuals included in your inquiry during the period 1979-82.

Very truly yours,

John F. Erickson, Manager
Personnel & Labor Relations

JFE/pm

Enclosure

[redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Arco Polymers - Monaca, PA

[redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1007 [redacted] [redacted] - No B&W Employment

1008 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Huff, PA

1012 [redacted] [redacted] - No B&W Employment

1041 [redacted] [redacted] - Ohio Edison - Stratton, OH

1044 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1045 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1047 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1057 [redacted] [redacted] - No B&W Employment

1059 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1063 [redacted] [redacted] - No B&W Employment

1065 [redacted] [redacted] - No B&W Employment

1071 [redacted] [redacted] - Appleton Paper - Roaring Springs, PA

1079 [redacted] [redacted] - No B&W Employment

1084 [redacted] [redacted] - Penelec - Shelocta, PA
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1085 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1087 [redacted] [redacted] - Ohio Edison - Stratton, OH

1098 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1106 [redacted] [redacted] - No B&W Employment

1107 [redacted] [redacted] - Penelec - Huff, PA
Ohio Edison - Stratton, OH

1108 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1112 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Penelec - Shelocta, PA
Penelec - Homer City, PA

1114 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH

1249 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1257 [redacted] [redacted] - No B&W Employment

1260 [redacted] [redacted] - Ohio Edison - Stratton, OH

1261 [redacted]. [redacted] - No B&W Employment

1263 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Penelec - Huff, PA

1265 [redacted] [redacted] - Ohio Power - Cresap, WV
Ohio Edison - Stratton, OH

1271 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1270 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Penelec - Huff, PA
Arco Polymers - Monaca, PA

1273 [redacted] [redacted] - Penelec - Huff, PA

1282 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1286 [redacted] [redacted] - Penelec - Shelocta, PA
Penelec - Homer City, PA
Cardinal Operating - Brilliant, OH

1287 [redacted] [redacted] - No B&W Employment

1324 [redacted] [redacted] - West Penn Power - Masontown, PA
Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Penelec - Huff, PA

1328 [redacted] [redacted] - Arco Polymers - Monaca, PA
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Ohio Edison - Stratton, OH

1329 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1331 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Niles, OH
Ohio Edison - Stratton, OH

1341 [redacted] [redacted] - Ohio Edison - Stratton, OH

1343 [redacted] [redacted] - No B&W Employment

1354 [redacted] [redacted] - Penelec - Homer City, PA

1355 [redacted]. [redacted] - Ohio Edison - Stratton, OH

1356 [redacted] [redacted] - No B&W Employment

1361 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1375 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1382 [redacted] [redacted] - Ohio Edison - Stratton, OH

1384 [redacted] [redacted] - Penelec - Huff, PA

1387 [redacted] [redacted] - Penelec - Shelocta, PA

1389 [redacted] [redacted] - B&W Tubular Prod. - Koppel, PA
Ohio Edison - Stratton, OH
Penelec - Huff, PA

1394 [redacted] [redacted] - Ohio Edison - Stratton, OH

1396 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1407 [redacted] [redacted] - No B&W Employment

1427 [redacted] [redacted] - Ohio Power - Cresap, WV
Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1447 [redacted] [redacted] - Ohio Edison - Stratton, OH
Ohio Edison - Toronto, OH
Cardinal Operating - Brilliant, OH

1449 [redacted] - No B&W Employment

1451 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1453 [redacted] [redacted] - No B&W Employment

1457 [redacted] [redacted] - No B&W Employment

1458 [redacted] [redacted] - No B&W Employment

1464 [redacted] [redacted] - No B&W Employment

1465 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA

1466 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Shelocta, PA
Pennzoil - Rouseville, PA
Penelec - Homer City, PA
Penelec - Huff, PA

1467 [redacted] [redacted] - No B&W Employment

1470 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA

1471 [redacted] [redacted] - No B&W Employment

1473 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1477 [redacted] [redacted] - No B&W Employment

1480 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1488 [redacted] [redacted] - No B&W Employment

1489 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1514 [redacted] [redacted] - No B&W Employment

1513 [redacted] [redacted] - Arco Polymers - Monaca, PA

1521 [redacted] [redacted] - Ohio Edison - Stratton, OH
Ohio Edison - Niles, OH
Penelec - Huff, PA
Cardinal Operating - Brilliant, OH

1529 [redacted]. [redacted] - Ohio Edison - Stratton, OH

1530 [redacted] [redacted] - Penelec - Huff, PA

1537 [redacted] [redacted] - Penelec - Shelocta, PA
Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Penelec - Homer City, PA

1559 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1564 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Homer City, PA

1565 [redacted] [redacted] - No B&W Employment

1569 [redacted] [redacted] - Ohio Edison - Stratton, OH

1570 [redacted] [redacted] - No B&W Employment

1572 [redacted] [redacted] - Ohio Edison - Stratton, OH

1582 [redacted]. [redacted] - No B&W Employment

1588 [redacted] [redacted] - No B&W Employment

1596 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Huff, PA

[redacted] [redacted] - No B&W Employment

1605 [redacted] [redacted] - No B&W Employment

1606 [redacted] [redacted] - Ohio Edison - Stratton, OH

1607 [redacted] [redacted] - Penelec - Huff, PA
Penelec - Homer City, PA

1609 [redacted] [redacted] - Ohio Power - Cresap, WV
Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1612 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1618 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1627 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1630 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1631 [redacted] [redacted] - No B&W Employment

1632 [redacted] [redacted] - No B&W Employment

[redacted] [redacted] - Ohio Edison - Stratton, OH

1636 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1637 [redacted] [redacted] - Penelec - Huff, PA

1642 [redacted] [redacted] - Penelec - Huff, PA

1647 [redacted] [redacted] - Ohio Pdison - Stratton, OH
Cardinal Operating - Brilliant, OH

1649 [redacted] [redacted] - No B&W Employment

1660 [redacted] [redacted] - Penelec - Shelocta, PA
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1663 [redacted] [redacted] - Penelec - Huff, PA

1669 [redacted] [redacted] - No B&W Employment

1675 [redacted] [redacted] - No B&W Employment

1677 [redacted] [redacted] - Penelec - Homer City, PA

1689 [redacted] [redacted] - No B&W Employment

1691 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA

1692 [redacted] [redacted] - Penelec - Homer City, PA
Penelec - Huff, PA

1708 [redacted] [redacted] - Penelec - Huff, PA
Penntech Papers' - Johnsonburg, PA
Appleton Papers - Roaring Spring, PA

1712 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1714 [redacted] [redacted] - Ohio Edison - Stratton, OH

[redacted] [redacted] - Penelec - Shelocta, PA
Penelec - Homer City, PA
Ohio Edison - Stratton, OH

1725 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

[redacted] [redacted] - Ohio Edison - Stratton, OH

1734 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Homer City, PA

[redacted] [redacted] - No B&W Employment

[redacted] [redacted] - Penelec - Huff, PA
Penntech Papers - Johnsonburg, PA

1744 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - New Florence, PA

1754 [redacted] [redacted] - Ohio Edison - Stratton, OH

1760 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1762 [redacted] [redacted] - No B&W Employment

1761 [redacted] [redacted] - No B&W Employment

1770 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1801 [redacted] [redacted] - No B&W Employment

1807 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1814 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1815 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1820 [redacted] [redacted] - No B&W Employment

1824 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Arco Polymers - Monaca, OH

1828 [redacted] [redacted] - No B&W Employment

1829 [redacted] [redacted] - Penelec - Homer City, PA
Penelec - Huff, PA

1833 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

[redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1840 [redacted] [redacted] - Ohio Edison - Stratton, OH
Penelec - Homer City, PA

1844 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA
Penelec - Huff, PA

1849 [redacted] [redacted] - No B&W Employment

1859 [redacted] [redacted] - Ohio Edison - Stratton, OH

[redacted]. [redacted]) - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1867 [redacted]. [redacted] - Ohio Power - Cresap, WV
Ohio Edison - Stratton, OH

1871 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

1887 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Niles, OH
Penelec - Huff, PA
Penelec - New Florence, PA

1892 [redacted] [redacted] - Ohio Edison - Stratton, OH
Ohio Edison - Niles, OH

1897 [redacted] [redacted] - Ohio Edison - Stratton, OH

1898 [redacted] [redacted] - No B&W Employment

1915 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

[redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1918 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1923 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Arco Chemical - Monaca, PA

1932 [redacted] [redacted] - Ohio Edison - Stratton, OH

1934 [redacted] [redacted] - Penelec - Shelocta, PA
Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

1940 [redacted] [redacted] - Penelec - Shelocta, PA
Penelec - Homer City, PA
Appleton Papers - Roaring Spring, PA

1943 [redacted] [redacted] - No B&W Employment

1951 [redacted] [redacted] - No B&W Employment

1953 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1955 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1958 [redacted]. [redacted] - No B&W Employment

1960 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1961 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH

1963 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

1968 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Penelec - Huff, PA

1982 [redacted] [redacted] - No B&W Employment

1984 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH

1991 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

1994 [redacted] [redacted] - Appleton Paper - Roaring Spring, PA
Penntech Papers - Johnsonburg, PA

1995 [redacted]. [redacted] - Appleton Papers - Roaring Spring, PA
Penntech Papers - Johnsonburg, PA

1998 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Arco Polymers - Monaca, PA
Ohio Edison - Stratton, OH
Penelec - Huff, PA

2022 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

2024 [redacted] [redacted] - Penelec - Shelocta, PA
Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH

2027 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2040 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penelec - Shelocta, PA

2042 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA
Penelec - Huff, PA
Ohio Edison - Stratton, OH

[redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Ohio Edison - Stratton, OH
Penelec - Huff, PA
Penelec - Homer City, PA

2045 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2046 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2049 [redacted]. [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

2053 [redacted] [redacted] - Ohio Edison - Niles, OH
Cardinal Operating - Brilliant, OH

2054 [redacted] [redacted] - No B&W Employment

[redacted] [redacted] Cardinal Operating - Brilliant, OH

2063 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Shelocta, PA
Penelec - Homer City, PA

2071 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penntech Papers - Johnsonburg, PA

2073 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Homer City, PA
Sharon Steel - Sharon, PA
Appleton Paper - Roaring Spring, PA
Penntech Papers - Johnsonburg, PA

2079 [redacted] [redacted] - No B&W Employment

2094 [redacted] [redacted] - Ohio Edison - Stratton, OH

2099 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2117 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH

2146 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2149 [redacted] [redacted] - B&W Tubular Prod. - Koppel, PA
Cardinal Operating - Brilliant, OH
Penelec - Shelocta, PA
Ohio Edison - Stratton, OH
Arco Polymers - Monaca, PA

2151 [redacted] [redacted] - Penelec - Huff, PA
Appleton Papers - Roaring Spring, PA

2153 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2157 [redacted] [redacted] - Penelec - Shelocta, PA
Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Arco Chemical - Monaca, PA

2160 [redacted] [redacted] - No B&W Employment

2183 [redacted] [redacted] - Penelec - Shelocta, PA
Penelec - Huff, PA

2191 [redacted] [redacted] - No B&W Employment

2192 [redacted] [redacted] - No B&W Employment

2195 [redacted] [redacted] - Ohio Edison - Niles, OH
Penelec - Huff, PA
Penelec - Homer City, PA

2198 [redacted] [redacted] - Cardinal Operating - Brilliant, OH

2203 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

2217 [redacted] [redacted] - No B&W Employment

2221 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA

2222 [redacted] [redacted] - Penelec - Homer City, PA
Penelec - Huff, PA

2228 [redacted] [redacted] - No B&W Employment

2234 [redacted] [redacted] - Ohio Edison - Stratton, OH

2240 [redacted] [redacted] - Penelec - Huff, PA

2244 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Ohio Power - Cresap, WV
Ohio Edison - Stratton, OH
Penelec - Huff, PA

2255 [redacted]. [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Penelec - Homer City, PA

2259 [redacted] [redacted] - Appleton Paper - Roaring Spring, PA
Cardinal Operating - Brilliant, OH

2266 [redacted] [redacted] - Ohio Edison - Stratton, OH
Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Penelec - Homer City, PA

2272 [redacted] [redacted] - No B&W Employment

2283 [redacted] [redacted] - Cardinal Operating - Brilliant, OH
Penelec - Huff, PA
Penelec - Homer City, PA

2284 [redacted] [redacted] - Ohio Edison - Stratton, OH

ORRIN G. HATCH, UTAH, CHAIRMAN

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United States Senate
COMMITTEE ON LABOR AND
HUMAN RESOURCES
WASHINGTON, D.C. 20510

PAYROLL DEPT.
RECEIVED
JUN 7 1984
AM PM
7,8,9 ... 1,2,3,4,5,6

June 6, 1984

Mr. Ron Craig
Manager of Payroll
Foster Wheeler
110 South Orange Avenue
Livingston, New Jersey 07039

Dear Mr. Craig:

As you know, the Committee is conducting an inquiry into allegations of illegal and improper acts by members and officers of the Boilermakers Union. In connection with this inquiry, I would appreciate your providing from the enclosed list of names, the job site each individual worked at any time between 1979-1982.

This information is needed as part of an oversight hearing scheduled for June 19, 1984.

I would appreciate receiving the above-requested materials no later than June 13, which allows me the opportunity for adequate review.

Sincerely,

Orrin Hatch

Orrin G. Hatch
Chairman

OGH:jps

Encls.

PAYROLL DEPT.
RECEIVED
JUN 12 1984
AM PM
7,8,9,10,11,12,1,2,3,4,5,6

Rec'd at 4:15 pm 6-12-84

FW
FOSTER WHEELER ENERGY CORPORATION
110 SOUTH ORANGE AVENUE · LIVINGSTON, NEW JERSEY 07039 · PHONE 201-533-1100

June 14, 1984

United States Senate
Committee on Labor and Human Resources
Washington, D.C. 20510

Attn: Mr. Jerry Bond

Dear Mr. Bond:

Attached please find information requested by Senator Hatch in his letter of June 6, 1984.

Be advised that of the 235 names provided on the listing, all but 69 could be found. Also, for those names that have a job location of Conemaugh, PA, the actual name should read Conemaugh Station, New Florence, PA. And for those names that have a job location of S.P., PA., the actual name should read Shippingport, PA.

If you have any questions regarding the attached, please call.

Very truly yours,

Ronald C. Craig
Payroll Manager

RCC:bg

Enclosure

NAME	Soc. Sec. *	Job Location	Dates Worked
[redacted], [redacted].	[redacted]	H.C., Pa	3-27-80 – 4-20-80
[redacted], [redacted]	[redacted]	S.P., Pa	9-15-80 – 9-15-80
[redacted], [redacted]. 1008	[redacted]	Conemaugh, PA	2-2-81 – 2-15-81
[redacted] 1012	[redacted]	S.P., Pa	4-12-82 – ?
[redacted]. 1041	[redacted]	Conemaugh, PA.	2-3-81 – 2-7-81
[redacted]. 1044	[redacted]	S.P., Pa	7-19-79 – 7-22-79
[redacted] 1045	[redacted]	S.P, Pa	2-28-78 – 10-25-78
[redacted]. 1047	[redacted]	S.P, Pa	6-29-78 – 8-24-79
[redacted] 1059	[redacted]	Ridgefield Pk, N.J.	2-22-83 – 6-4-83
[redacted]. 1063	[redacted]	Weirton, WV	12-8-80 – 8-3-81
[redacted]. 1065	[redacted]	Conemaugh, PA	1-18-84 – 2-10-84
[redacted] 1071	[redacted]	Conemaugh, PA.	2-2-81 – 2-15-81
[redacted] 1084	[redacted]	?	3-26-82 – 4-7-82 and 8-2-82 – 8-5-82
[redacted] 1085	[redacted]	S.P., Pa	4-2-82 – 4-7-82 and 9-8-82 – 9-25-82
[redacted] 1087	[redacted]	S.P., Pa	? – 5-11-83
[redacted]	[redacted]		
[redacted]. 1108	[redacted]	Conemaugh, PA.	1-9-84 – 2-1-84
[redacted] 1112	[redacted]	Conemaugh, PA.	1-17-81 – 2-15-81
[redacted] 1249	[redacted]	W. Pitts., Pa	8-4-80 – 8-8-80
[redacted]. 1257	[redacted]	Conemaugh, PA	9-2-80 – 5-15-81
[redacted] 1260	[redacted]	S.P, Pa	7-1-77 – 1-11-80
DeAngelis, W.L	[redacted]	Ridgefield Pk, N.J.	2-22-83 – 6-4-83
[redacted] 1265	[redacted]	S.P., Pa	5-5-79 – 5-18-79
[redacted]. 1269	[redacted]	S.P. Pa ←	2-17-76 – 6-2-76 7-1-76 – 9-14-76 10-19-76 – 10-22-76 6-1-77 – 6-13-77
[redacted] 1271	[redacted]	Weirton, WV	2-20-81 – 5-29-81
[redacted], [redacted] 1272	[redacted]	S.P., Pa	10-24-81 – 11-9-81
[redacted] 1273	[redacted]	S.P. Pa	6-3-79 – 8-31-79 1-20-81 – 3-16-81

[redacted]	1274	[redacted]	Conemaugh, PA.	1-7-84 – 2-10-84
[redacted]	1278	[redacted]	Nebraska City, NB.	10-14-80 – 11-9-80
[redacted]	LR 1282	[redacted]	Weirton, WV	2-2-81 – 4-27-81
[redacted]		[redacted]		
[redacted]		[redacted]	S.P., Pa	1-10-79 – 3-8-79
[redacted]	1324	[redacted]	S.P., Pa	12-6-79 – 12-10-79
[redacted]	1328	[redacted]	S.P. Pa	7-5-79 – 8-24-79
[redacted]	1329	[redacted]	Conemaugh, PA.	1-31-81 – 2-6-81
[redacted]	1331	[redacted]	Conemaugh, PA.	1-17-81 – 2-14-81
[redacted]	1343	[redacted]	S.P., Pa	7-21-78 – 9-8-78
[redacted]	1354	[redacted]	S.P., Pa Conemaugh, PA.	2-28-81 – 3-12-81, 1-10-84 – 1-11-84
[redacted]	1355	[redacted]	S.P., Pa	1984
[redacted]	1356	[redacted]	Weirton, WV	9-2-80 – 9-9-80 | 9-9-80 thru 9-25-81
[redacted]	1361	[redacted]	S.P., Pa ←	8-23-82 – 10-22-82 11-16-82 – 11-18-82 11-4-82 – 11-22-82
[redacted]		[redacted]		
[redacted]	1379	[redacted]	S.P., Pa	2-1-79 – 6-5-79 6-18-79 – 8-24-79
[redacted]	1380	[redacted]	Conemaugh, PA.	1-30-81 – 2-14-81
[redacted]	1381	[redacted]	S.P., Pa ←	1-2-79 – 6-05-79 6-19-79 – 11-30-79 5-7-80 – 5-15-80
[redacted]		[redacted]		
[redacted]	1387	[redacted]	Conemaugh, PA.	9-15-80 – 10-27-82
[redacted]	1389	[redacted]	S.P., Pa	2-19-79 – 6-5-79 6-18-79 – 7-13-79
[redacted]	1394	[redacted]	Weirton, WV	11-15-80 – 6-11-81
[redacted]	1407	[redacted]	S.P., Pa	2-9-79 – 6-5-79 6-18-79 – 8-17-79
[redacted]	1427	[redacted]	S.P., Pa	4-17-79 – 6-5-79 6-20-79 – 6-27-79
[redacted]	1431	[redacted]	W. Pitts, Pa	7-3-80 – 8-8-80
[redacted]	1447	[redacted]	S.P., Pa	1984
[redacted]	1451	[redacted]	S.P., Pa	4-16-79 – 5-8-79
[redacted]	1453	[redacted]	S.P., Pa	5-5-79 – 5-16-79
[redacted]	1465	[redacted]	S.P. Pa	9-8-82 – 9-23-82

[redacted]	.1466	[redacted]	Ridgefield, NJ	2-22-83 – 6-4-83
[redacted]	.1470	[redacted]	Homer City, Pa	3-6-80 – 4-19-80
[redacted]	1473	[redacted]	Weirton, WV	4-1-81 – 8-13-81
[redacted]	1489	[redacted]	South Hgts, Pa	8-6-79 – 10-25-79
[redacted]	1514	[redacted]	S.P. Pa	10-15-80 – 11-11-80
[redacted]	1513	[redacted]	S.P. Pa	3-15-79 – 3-16-79
[redacted]	1521	[redacted]	Conemaugh, PA.	1-17-81 – 2-6-81
[redacted]	1537	[redacted]	Conemaugh, PA.	1-30-81 – 2-14-81
[redacted]	1554	[redacted]	Conemaugh, PA.	1-28-81 – 2-13-81
[redacted]	1564	[redacted]	S.P., Pa	10-25-81 – 11-7-81
[redacted]	1569	[redacted]	S.P., Pa	2-21-79 – 6-5-79 6-20-79 – 7-13-79
[redacted]	1570	[redacted]	Weirton, WV	1-26-81 - 3-30-81
[redacted]	1572	[redacted]	S.P., Pa	9-7-82 – 9-25-82
[redacted]	1582	[redacted]	S.P., Pa	12-30-77 – 4-17-78
[redacted]		[redacted]	Conemaugh, PA.	1984
[redacted]	1596	[redacted]	S.P., Pa	10-24-81 – 11-7-81
[redacted]	.1606	[redacted]	Conemaugh, PA.	1984
[redacted]	1607	[redacted]	S.P., Pa	4-11-80 – 4-14-80
[redacted]	1612	[redacted]	S.P. Pa	10-9-78 – 6-5-79 6-19-79 – 1-11-80
[redacted]	1627	[redacted]	Weirton, WV	4-1-81 – 8-13-81
[redacted]		[redacted]	Weirton, W.V.	9-2-80 – 6-19-81
[redacted]	1636	[redacted]	Conemaugh, PA.	1-31-81 – 2-1-81
[redacted]	1637	[redacted]	Conemaugh, PA.	1-31-81 – 2-1-81
[redacted]	1642	[redacted]	S.P., Pa	8-19-82 – 8-21-82 9-8-82 – 9-22-82
[redacted]	1647	[redacted]	S.P., Pa	3-8-79 – 3-9-79

[redacted]	1649	[redacted]	O.P. Pa	3-14-79 — 3-14-79
[redacted]	1660	[redacted]	Conemaugh, PA.	1-23-81 — 2-11-81
[redacted]	1677	[redacted]	Conemaugh, PA.	1-17-81 — 2-9-81
[redacted]	1691	[redacted]	O.P. Pa	3-22-76 — 9-16-76
[redacted]	1708	[redacted]	Conemaugh, PA.	11-5-79 — 11-28-79
[redacted]		[redacted]	Conemaugh, PA.	1-17-81 — 2-9-81
[redacted]		[redacted]		1984
[redacted]	1723	[redacted]	Conemaugh, PA.	1-17-81 — 2-15-81 9-25-81 — 10-29-82
[redacted]	1725	[redacted]	Weirton, WV	12-17-80 — 5-8-81
[redacted]	1731	[redacted]	O.P., Pa	10-25-81 — 11-7-81
[redacted]	1744	[redacted]	O.P., Pa	5-8-79 — 5-21-79
"	"	"	Weirton, WV	1-22-81 — 5-8-81
[redacted]	1754	[redacted]	O.P., Pa	6-21-77 — 6-5-79 6-19-79 — 9-25-79
[redacted]	1760	[redacted]	O.P., Pa ←	8-4-82 — 8-5-82 8-9-82 — 8-9-82 8-19-82 — 8-22-82
[redacted]	1761	[redacted]	O.P., Pa	4-1-82 — 4-7-82
[redacted]	1762	[redacted]	O.P., Pa	11-16-82 — 11-18-82
[redacted]		[redacted]	O.P., Pa	10-8-80 — 11-27-80
[redacted]	1807	[redacted]	O.P., Pa ←	9-27-79 — 9-30-79 3-3-81 — 3-12-81 10-24-81 — 11-12-81
[redacted]	1814	[redacted]	O.P., Pa	3-3-81 - 3-11-81
[redacted]	1827	[redacted]	O.P., Pa	8-2-82 — 8-5-82 1-6-83 — 1-8-83
[redacted]	1829	[redacted]	O.P., Pa	12-12-78 — 11-30-79
[redacted]	1833	[redacted]	O.P., Pa	4-1-82 — 4-7-82 10-13-80 — 11-12-80
[redacted]	1834	[redacted]	O.P., Pa	2-28-81 — 3-12-81
[redacted]	1840	[redacted]	Weirton, WV	4-9-81 — 4-27-81
[redacted]	1858	[redacted]	O.P., Pa	10-14-80 — 11-1-80
[redacted]	~~1862~~	[redacted]	O.P., Pa	2-28-81 — 3-15-81 10-24-81 — 11-6-81
[redacted]		[redacted]	Conemaugh, PA.	1-31-81 — 2-6-81

[redacted]		[redacted]	O.P., Pa ←	2-28-81 – ? 3-13-81 – 5-16-81 8-2-82 – 8-5-82 1-6-83 – 1-8-83
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"		"	"	10-14-80 – 11-1-80 7-2-82 – 7-3-82
"		"	"	9-7-82 – 9-25-82
"		"	Conemaugh, PA	1-17-81 – 2-9-81
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[redacted]	[redacted]	2221
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[redacted]	[redacted]	2283

Mr. JONES. Senator, some of the utilities that have been mentioned are here, ready, willing, and able to testify, and I think that you will find that none of these utilities have experienced any problem with faulty welding by boilermakers; have not had operational breakdowns or problems due to boilermakers' welding. There has been no action instituted on boilermakers' welding. I suggest that you place some of these questions to them, as to exactly what happened. They are the experts. They are the ones who pay for the people to do this work.

The CHAIRMAN. Well, I just hope that nothing ever does happen to indicate any difficulties or defects or safety problems. Really, I guess I don't know how they would testify otherwise, since they have to back up the job.

Who designates workers as journeymen on a particular job, the union or the employer?

Mr. JONES. The employer. The employer designates journeymen, because the employer is the one who hires them and assigns them their pay rate, and it is only by the employer's own will that they stay on that job. There is no seniority. If he doesn't cut it, he doesn't stay.

The CHAIRMAN. Well, numerous employers have told us that the union designates the journeymen. They say they only test the welders. Also, some——

Mr. JONES. Sir, what about the welding test?

The CHAIRMAN. They say they only test the welders. They provide the test but the union designates the journeymen.

Mr. JONES. If they know, if they know the workers coming to the job I am sure they would only test them for welding skills and to keep their papers up to date. If they don't know them and they don't screen them, then they certainly aren't doing their job when they hire.

The CHAIRMAN. Well, Wheeler-Sactor-Frye, Inc. told us that the employer calls the hall and asks for *x* number of journeymen. The union in turn answers the request by referring the number of journeymen requested. The only type of test conducted that would determine his or her qualifications would be a welding certification test. Essentially they said you take the union's word that they are sending you what you asked for and that there is a certain amount of trust involved.

Universal Corp. said:

> If we call the hall and ask for *x* number of qualified journeymen, then we assume the union will answer that request by providing us with such. If we find that they do not perform satisfactorily, then we will lay them off the job. In a sense, it is a blind trust that the hall will send us qualified individuals.

From Cleveland Consolidated, Inc., Jim Cleveland stated that they generally take the union's word that those referred by them are qualified to perform the work, and again they made the point about trust. Does that seem out of line with what you think the system is? Do you agree with those men, that they described it——

Mr. JONES. I know they all trust——

Mr. ELBAOR. We know nothing about those statements. Were they in the record?

The **Chairman**. I am asking in general. I know that he probably doesn't know about the statements, but in general are they stating the truth, assuming that those statements are made?

Mr. **Elbaor**. We would have to look at the context in which those statements were made. We don't know who those people are, whether or not they employ union labor, whether they are non-union contractors. We have no idea.

The **Chairman**. These are all union contractors who work with the boilermakers. Assume that we have taken those statements for the purpose of the question here today. Do their statements sound like they are truthful? Does it sound like that's the way it works in the industry?

Mr. **Elbaor**. Well, tomorrow——

Mr. **Jones**. Their statements sound to me like that they test all welders and that they apparently take no precautions to screen anyone else; that they simply wait until they get on the job and then terminate them if they don't meet their expectations. I would think in each case, each one has admitted he doesn't do his job when he hires.

The **Chairman**. Well, let me mention that——

Mr. **Jones**. I want to remind you that we have nothing to do, Senator, with the hiring.

The **Chairman**. I understand.

Mr. **Jones**. The hiring is solely the responsibility of the employer. The screening of the referral is solely the responsibility of the employer. He has the absolute right to reject any applicant for a referral.

The **Chairman**. But you make the referral, as the union, as the local.

Mr. **Jones**. We make them. We make them.

The **Chairman**. Some of them have indicated that they don't reject the referrals if they want to get along with the union but, be that as it may, you make the referrals——

Mr. **Jones**. Many of them do reject referrals.

Mr. **Elbaor**. Senator, that is unsubstantiated, and we object to that.

The **Chairman**. You make the referrals; they make the determination as to testing and as to whether they keep those referrals.

Mr. **Jones**. Yes, sir.

The **Chairman**. That's what you say the process is. That's what you're saying the process is: You make the referrals; they make the determination whether they keep those referrals on the job.

Mr. **Jones**. That's right.

The **Chairman**. OK. That's all I wanted to get on that.

I might mention that six witnesses have testified under oath before this committee that they were forced by the union to take tests for unqualified persons or lose their jobs. At our first hearing on this subject, May 11, 1982, a contractor witness, also a welding supervisor, testified that on every job that he had ever worked on he was offered bribes to allow ringers to take welding tests for unqualified welders. He said this covered some 75 to 100 jobs. Now I think there will be some more testimony tomorrow——

Mr. **Jones**. Senator, this part of this investigation troubles me more than any part involved.

The CHAIRMAN. Well, it troubles me, too.

Mr. JONES. We have nothing to do with the process as far as the welding tests are concerned but if anyone—I have already put out a communication to all of our lodges, asked that it be read at the meeting, asked that it be posted on the bulletin boards. I at that time told our membership that under no circumstances should they do anything but refuse to take a test for anyone else. They should then promptly report to the authorities and to the international union the attempt to get them to take that test. I further indemnified them against any retaliation by anyone, by saying that we would stand behind them and give them the benefit of all the strength and resources of the International Union to defend them against any kind of retaliation.

The CHAIRMAN. Well, I want to personally thank you for that. I personally want to show my respect.

Mr. JONES. If we can get any details about any union officer or member that is involved in such a thing, we will move swiftly to deal with them under the union's constitution and we will contact the authorities ourselves to see that they are dealt with under the law.

The CHAIRMAN. Well, let me compliment you. That is a very, very good move and I appreciate it personally, and I want to personally tell you how much I do.

Now I might mention that these pension records that we got that showed the Pittsburgh workers getting journeyman's pay although they had less than 8,000 hours, they were available to your auditors in Kansas City. Now, Mr. Jones, did you or any other Boilermaker official ever initiate an in-house investigation to determine whether or not these employees or these union members were overpaid?

Mr. JONES. No; we have not initiated any investigations. We are aware of your investigation, the investigation by the FBI, the Nuclear Regulatory Commission, and everyone else. We don't have the resources that you have or that any of these agencies have.

The CHAIRMAN. I understand. I just wanted to know whether you did or didn't. You see, one of the problems we have had, for 2 years now we were told that the 8,000 hours were irrelevant, weren't really important, and when we finally got these records we see they are very important. Frankly, at the beginning of this we were told in open meetings and in talking with others that they had their 8,000 hours, but I think the evidence is otherwise.

What I am saying is that the proof that we have had and that has come forth tends to substantiate what these people have come in here and testified, your Boilermakers who claim that they have been discriminated against, have been abused, have been mistreated, and so forth, but I am very grateful that you are assuming those reins of leadership and you are going to solve any problems that may exist. I think that's good.

Let me turn to another——

Mr. JONES. We have also——

Mr. BLAKE. Senator, on that point—pardon me.

Mr. JONES. We have also brought these allegations to the attention of the employers and discussed it with the employers, and we will continue to pursue this question.

The CHAIRMAN. Well, I think if you would go to your employers, too, your union employers, and say "We don't want anybody taking false tests; we don't want any ringers; if that happens we want to hear about it because we want to discipline our own members if that's what is going on," I think that will help too, because I really believe some of the employers feel that in order to keep labor peace—at least, that is what they are indicating to us—they just take whoever you send out and that's the way it is. Now whether that's true or not, I can't prove it one way or the other except that the evidence tends to show that it is true.

Mr. JONES. Well, sir, I might say this, that before Senator Kennedy left he indicated you might be considering legislation of some sort. I would hope that if you do, that there will be something in the legislation to give us a little confidence that if we send out, our business agents send out only people that meet the rigid standards of the criteria that we have set, that we will not be hit by discrimination charges under the National Labor Relations Act and possibly discrimination charges by minorities under the EEOC. I think those possibilities exist whenever you set rigid standards.

The CHAIRMAN. Well, you raise good points there and it's a problem to every employer and every union, I think, in our country today.

Let me just turn to another issue: You state in both your October 25 and your present testimony that the single verified instance of book-selling was discovered by the International in 1980 and turned over to the Federal Government for prosecution. Now was that the so-called "New York Jim" case? Was that what that was?

Mr. JONES. That was the case involving——

The CHAIRMAN. Where a phony local in Delaware——

Mr. JONES. Mr. Writhner who was posing as a Boilermaker officer and was using the mails and crossing State lines and doing everything in the book to sell bogus memberships. As I recall it, he had even forged union documents and union receipts, and in one case he had sent a letter to some of his victims saying that he was the secretary-treasurer of a particular local union and that he was changing his address, and he changed the address to a post office box that had nothing to do with that local union.

The CHAIRMAN. This is the fellow who established the phony local there in Delaware, is that right, and was set up to set up sell Boilermaker books?

Mr. ELBAOR. Correct.

The CHAIRMAN. That is what you're saying, Mr. Elbaor?

Mr. ELBAOR. Correct.

The CHAIRMAN. OK; now it was certainly in your union's interest to secure the prosecution of racketeering in this fashion, especially a racketeer who was taking away initiation fees meant for your union, but let me ask you this question: Has the International or any local ever asked for a Federal investigation of any actual Boilermaker business agent, as opposed to this Delaware phony union, for the illegal sale of union books? Have you ever asked for any prosecution?

Mr. JONES. No.

The CHAIRMAN. OK.

Mr. JONES. I have no knowledge of any illegal selling of books by any business agent. If we find some business agent violating the law, and we have in the past, we have notified the Department of Labor promptly at the time that our investigation uncovers it. We have done that.

The CHAIRMAN. As I mentioned; yes. I'm sorry. I don't mean to interrupt you.

Mr. JONES. Sir?

The CHAIRMAN. I keep thinking you're through and I don't mean to interrupt you like I have.

Mr. Jones, a number of witnesses have testified here that they bought boilermaker mechanic's books from local 271 out of Montreal, even though they did not have the requisite 8,000 hours or completion of an apprenticeship program. They testified that the sales were arranged by Mr. Jerry Dill, a boilermaker in Ohio who allegedly had contacts with officials in local 271. Now are you familiar with the testimony given on October 25, 1983 by Messrs. Francis Daryll Hall and Glen Bowser?

Mr. JONES. I am not thoroughly familiar with it but, in connection with the 271 case, I understand that those applications were rejected by the union because they had falsifications in connection with the applications.

The CHAIRMAN. Are you familiar with the testimony of Mr. Daryll Hall as it involved the alleged purchase of a book from Mr. Dill by E.A. Dubiak? Are you familiar with that?

Mr. JONES. I don't know the details.

Mr. ELBAOR. No, we don't know the details, Senator.

The CHAIRMAN. But you sat through that hearing, Mr. Elbaor.

Mr. ELBAOR. Yes.

Mr. JONES. But that was another instance where some of the officials of the union discovered that the applications were falsified and they were rejected and they were not——

The CHAIRMAN. But we have provided you with a transcript on that.

Mr. ELBAOR. Where the union becomes aware that the application itself has been falsified by the applicant, we have rejected those applications. I should point out again that there is no requirement of 8,000 hours for union membership. The 8,000 hour requirement applies to nonunion members as well as union members. It has nothing to do with the union card.

The CHAIRMAN. We have never disputed that point, at least I don't think we have. What we are saying is, it is essential for referral purposes, which is what you have basically said.

Documentation that Mr. F.D. Hall, Mr. Dubiak, and Mr. Bowser purchased mechanic or journeyman memberships from Mr. Dill even though they did not have the requisite qualifications is in the record of the October 25 hearing. I think you have been provided with those exhibits by the staff.

Mr. JONES. I don't know who Mr. Dill is.

The CHAIRMAN. OK; well, let me start with what I would refer to as Hall committee exhibit No. 1, Mr. F.D. Hall's receipt for initiation, which appears at page 6 of the October 25 hearing record. Mr. Hall is classified as a mechanic, and we will put his——

Mr. ELBAOR. We don't have a copy of that, Senator.

The **Chairman**. We will put this in the record at this point.

[The exhibit referred to was previously submitted for the record and appears on p. 6.]

Mr. **Elbaor**. We don't have that with us, nor have we seen it before we walked up to this table.

The **Chairman**. Well, Mr. Hall testified that he did not have his 8,000 hours or completion of an apprenticeship program. Now do you find any fault with this classification, Mr. Jones?

Mr. **Elbaor**. We will look into it, Senator, and report back to you.

The **Chairman**. You have had the transcript.

Mr. **Elbaor**. Not this document. This is the official document. I have never had the official document.

The **Chairman**. Well, but it was in the transcript. It isn't like you just saw this stuff.

Should he have been classified as a trainee, helper, or apprentice, since he clearly wasn't a mechanic?

Mr. **Elbaor**. These documents perhaps point up a crucial difference that has been lost during these hearings. That crucial difference lies in the meaning of the constitutional designation "journeyman" or "mechanic" and the collective bargaining title of "journeyman" or "mechanic." The two really, with these documents, they have no relationship.

The **Chairman**. Well, I am a little confused. Did Mr. Hall get a book or didn't he get a book?

Mr. **Elbaor**. I don't know. We would have to check.

The **Chairman**. He said he did.

Mr. **Elbaor**. Several witnesses have said things here, Senator, which have proven to be untrue.

The **Chairman**. He has a receipt showing he got the book, Mr. Elbaor. I mean, what more do you need? He's got the mechanic classification. It's right there in front of your eyes.

Mr. **Elbaor**. That's correct, and if this document is correct, he received a mechanic's designation when he joined the union, but that had nothing to do with his past experience or 8,000 hours and it legally has nothing to do with it. That's why the Justice Department reported it such.

The **Chairman**. Daryll B. Hall, the son of Mr. F.D. Hall, testified that he paid $600 for his father's book even though the normal fee was $200. His receipt for initiation is for $200. Do you have any problem with that transaction, Mr. Jones?

Mr. **Jones**. Absolutely. If there is a difference between what the local lodge bylaws and the constitution provides as an initiation fee and he was charged any more than that, then he is in violation of our constitution, he is in violation of the law, and he ought to go to jail.

The **Chairman**. Well, see, we have had this since last October and I don't see anything being done about it, other than——

Mr. **Jones**. I don't know. I don't know about this particular thing, but there was some——

The **Chairman**. But you have had it——

Mr. **Jones**. But there were several applications that were rejected by the International Union as having been falsified and returned to the local lodge. I don't know if this was one of them.

The CHAIRMAN. My question is, Have you investigated this? Has the union done so? Have you had your attorneys look into this so you can root out this type of——

Mr. JONES. We will investigate it, yes.

The CHAIRMAN. All right. I appreciate your comments here today because it seems to me you appreciate the responsibility to investigate these type of things, as a union leader.

Mr. JONES. At the same time that I sent the circular letter out and addressed the cheating on welding tests, I addressed this question of the amount of initiation fees and that anyone who accepted anything of value—money, gifts, favors of any sort over and above the initiation fee provided for in approved bylaws and insofar as the constitutional maximum is concerned, but the approved bylaws govern if they are less—was in violation of the constitution, was in violation of the law, and that if we discovered any such incident we would move swiftly to deal with them under the constitution and we would report it to the authorities.

The CHAIRMAN. Well, now, Mr. Jones, I believe you are an honest and good man.

Mr. JONES. Sir?

The CHAIRMAN. I say I believe you are an honest and good man, but you can see we have been going through this for 2 years, better than 2 years now, and these local union people who have come in and testified—some of whom have been threatened, they claim, for their lives—have only you to turn to at this particular point because they haven't received redress from anywhere else other than in the NLRB case with regard to the discrimination aspects.

Now all I am asking is—you know, the thing that bothers me—I don't expect you, yourself, to read all these transcripts and records, although I think it would be interesting for you and I really think you ought to do that, but I do think that for your attorneys and others to sit through these hearings and to have these transcripts and to not have done a damn thing about these things over this period of time, and fight us every step of the way and one of the top union leaders get on network television with me and accuse "Brother Boring" of running down his—that's the way he referred to him, "Brother Boring"—of running down his own union and being a professional witness, when I don't think people appreciate the guts it takes to come in and testify before a Senate committee and then have to take on their own union which should be their biggest champion, that's my point.

Now you have indicated here today you want to stop these things if they exist. You don't personally know that they exist but you want to stop them if they do. Some of them you have mentioned you know——

Mr. JONES. I will indicate further, Senator, if any member of this International Union is threatened by anyone with economic reprisal or physical reprisal and we can get the details and information involved, we will land on whoever was involved quickly. We will deal with them under the union constitution and we will report the incident to the authorities.

The CHAIRMAN. Well, I appreciate that. I would suggest that those who represent you ought to look at these matters a little bit more. At the beginning of this they even denied that people didn't have the 8,000 hours. I mean, we had all kinds of comments like that until we got the records. Now they're saying the 8,000 hours isn't important, even though all the records say that they are extremely important in this matter. You know, it has just been a very, very tough situation for me to get us to this point.

Let me refer to Hall exhibit No. 4, which you have there, as I understand it, or if you don't make sure you do. This is the official receipt of initiation for E.A. Dubiak dated February 22, 1978. This appears at page 12 of the October 25, 1983, hearing. Mr. Dubiak is classified "M" for "mechanic" or journeyman, even though he has no boilermaker hours according to the testimony of Mr. Daryll Hall and Mr. Dubiak's statement to our investigators. Also, the receipt is for a $200 initiation fee even though M. Daryll Hall testified that he gave Mr. Dill $1,000 for Mr. Dubiak's book.

Mr. JONES. Who is Mr. Dill?

The CHAIRMAN. Mr. Dill is the person who bought the book for $1,000, who testified——

Mr. JONES. Is he a member or is he an officer?

The CHAIRMAN. He holds a journeyman's book and he paid $1,000 for it even though he has no experience. See, the testimony from prior hearings shows that Dill is the middleman between Hall and Dubiak, and Dill is a boilermaker. Now doesn't that bother you a little bit?

Mr. JONES. If Mr. Dill is still a member of this International Union, we want to ask him questions and we are going to ask that the authorities ask him questions.

The CHAIRMAN. Will you do that?

Mr. JONES. Yes, sir, I will.

The CHAIRMAN. Will you report back to this committee and let me know what——

Mr. JONES. Yes, I will. Yes, sir.

The CHAIRMAN. But I don't want you just to ask Mr. Dill. I want you to ask Mr. Hall and Mr. Dubiak as well.

Mr. JONES. We will ask all concerned.

Mr. ELBAOR. If we can locate them, and we will also turn this matter over to the Federal Bureau of Investigation if it hasn't already been.

The CHAIRMAN. Well, you've had this for almost 9 months. Why hasn't it been turned over?

Mr. ELBAOR. I think the Federal Bureau of Investigation may have investigated this, Senator, but they are very close-mouthed about their open and closed investigations.

The CHAIRMAN. I understand, but——

Mr. ELBAOR. I have contacted them and they have contacted the Justice Department.

The CHAIRMAN. Well, see, what I am finding, Mr. Elbaor, is I am finding a union leader who honestly is saying, "If there is corruption in my union, I am going to straighten it out."

Mr. ELBAOR. Correct.

The CHAIRMAN. And I am seeing you, who sat through all of these hearings as his attorney, who hasn't referred one of these things to the law enforcement authorities.

Mr. ELBAOR. Well, we have talked to the Justice Department, Senator.

The **Chairman**. Let me turn to Glen Bowser's testimony of October 25, 1983. Mr. Bowser testified that he paid Mr. Dill $500 for his Montreal book even though he, like Mr. Dubiak, had no boilermaker hours. He stated that he secured numerous referrals out of Local 154, and was always paid journeyman's wages. He never remembered—and I will put Hall exhibit No. 4 into the record, and I will put the Bowser exhibits Nos. 1 & 2 into the record at this point.

[**Note**.—The exhibits referred to, Hall exhibit No. 4 and Bowser exhibits Nos. 1 & 2, were previously submitted for the record and may be found on pages 12, 16 and 18, respectively, of this volume.]

The **Chairman**. He never remembered getting a receipt for initiation. However, he did provide us with copies of a certified check to Mr. Dill in the amount of $500 and a copy of his mechanic's book, which we entered as Bowser exhibits No. 1 and 2.

Now, Mr. Jones, do you consider it reprehensible that Mr. Bowser got a journeyman's book, a journeyman mechanic's book, without the requisite 8,000 hours or apprenticeship training, and that he had to pay $500 rather than $200 for a boilermaker membership?

Mr. **Jones**. I'm not sure—what local union was he involved in?

The **Chairman**. Local 271 out of Montreal.

Mr. **Jones**. You just said that the initiation fee there was $200?

The **Chairman**. $200, and he paid $500 for his book.

Mr. **Jones**. Then something's wrong with this situation, clearly, and we will look into it. That is Mr. Bowser?

The **Chairman**. We checked on it. At that time the initiation fee was $200. He paid $500 and he didn't have the 8,000 hours, nor had he gone through an apprenticeship program.

Mr. **Jones**. The 8,000 hours would have nothing to do with his membership.

The **Chairman**. But it has to do with his referral, which is what our point is.

Mr. **Jones**. Is Mr. Bowser from Cowansville, PA?

The **Chairman**. Yes. He had a mechanic's book without 8,000 hours. Doesn't that bother you?

Mr. **Blake**. Senator, he only had a——

Mr. **Jones**. Did you ask him if he was referred out, if he was put on the——

The **Chairman**. Well, he said he was referred out and worked at journeyman's wages, with no experience whatsoever.

Mr. **Elbaor**. But he could have been a nonunion person with 8,000 hours and referred out, too.

Mr. **Jones**. We will have to check his——

The **Chairman**. Mr. Elbaor, if you read the record you will find that he said he had no experience. It didn't come from other sources or anywhere else. This man with no experience paid $500 for a union book classifying him as a mechanic, was referred out as a mechanic/journeyman, and was paid journeyman's wages. Now somebody shouldn't have done that.

Mr. **Jones**. He didn't make application to a local union. Apparently he dealt with someone who was not an officer of this international union.

The CHAIRMAN. He was a boilermaker, and he got this book from a certified local.

Mr. JONES. Well, no boilermaker, just every boilermaker in the United States is not authorized, Senator, to make arrangements for membership.

The CHAIRMAN. I understand. I agree with you, Mr. Jones, but the book comes from local 271, and that's the problem.

Mr. JONES. If Mr. Dill got a $500 check for a membership that involved a local that has a $200 initiation fee, something is rotten.

The CHAIRMAN. And keep in mind, this book was issued by the international.

Mr. JONES. The international would have to be clairvoyant to know about all this transaction.

The CHAIRMAN. No, I understand. I'm not blaming you for it. I'm just saying it's something that you have to be concerned about, aren't you?

Mr. JONES. Yes.

The CHAIRMAN. Sure, you are.

Now you are going to check out Mr. Dill to see if he is presently a boilermaker in good standing, and you are going to check out this testimony against him?

Mr. JONES. We are making a record of the specifics that you are giving us.

The CHAIRMAN. And you will get back to this committee to let us know what remedies you have implemented and what the results have been.

Mr. ELBAOR. We will make a written submission, Senator.

The CHAIRMAN. OK; that's all I can ask.

Now let me just see if I've got all the exhibits. We will put Hall exhibit 4 in and Bowser 1 and 2. Are they already in the record? All of these exhibits go in the record without objection.

Now the testimony I have just cited was on October 25, Mr. Jones. That is almost 8 months ago. You know, I'm concerned. Again, I don't expect you as the leader of this union to have to read all these things, but your people have been sitting through this and saying there is nothing here, all this time. You, the minute you hear it you say, "Hey, this isn't right. If that's what happened, that's not right." Maybe if we had had all these documents and we could have had you in at the first of this, we would have been 2 years ahead of where we are now, but we couldn't do it without the documents. Frankly, it took us a long time to get them and the threat of subpoena to get those documents.

Our goal isn't to embarrass you or anybody else. Our goal is to investigate these union member complaints as a Senate Labor Committee dedicated to making sure that the collective bargaining process works, and I think you have testified here you want it to work, too.

Mr. JONES. Yes, sir.

The CHAIRMAN. OK. Now last June Mr. Charles Shirley of Kittanning, PA, testified that he had to pay $900 through Charleston, SC. I will put that Shirley exhibit No. 1 into the record at this point, but it was for a Charleston, SC book, including $400 for the initiation fee and $500 for the local's building fund. His receipt for initiation, which we entered into the records already as Shirley exhibit No. 1, was for $400.

[Shirley exhibit No. 1 follows:]

(43)

The **Chairman**. What happened to that money?

Mr. **Shirley**. I do not know.

The **Chairman**. Did you pay off that entire $500 to the building fund, even though you never worked in South Carolina and never got the benefit from that fund?

Mr. **Shirley**. That is right, sir.

The **Chairman**. You paid it off?

Mr. **Shirley**. I paid it off, $100 a year.

The **Chairman**. You lived up to your end of the deal then?

Mr. **Shirley**. Yes, sir.

The **Chairman**. Did you have a receipt for the $400 initiation fee that you paid?

Mr. **Shirley**. Yes, sir.

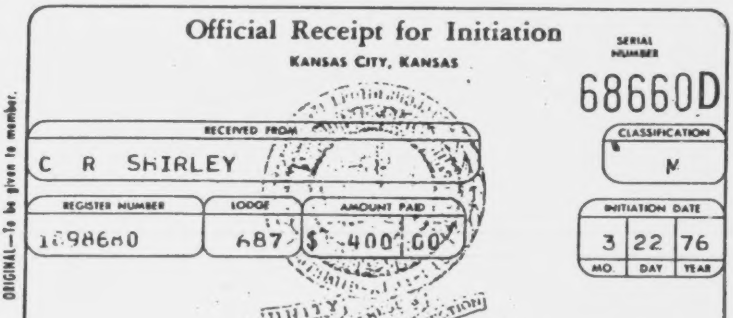
The **Chairman**. Do you have it with you?

Mr. **Shirley**. Yes, sir.

The **Chairman**. Then I will enter into the record at this point Shirley document No. 1, which is the receipt that you paid Mr. Kenny Horne, signed by Charles F. Moran, dated March 22, 1976. The amount paid is $400, and the register number is 1898680, as I see it. The lodge is 687.

[Shirley Exhibit No. 1 follows:]

Shirley Exhibit No 1



Official Receipt for Initiation
KANSAS CITY, KANSAS

SERIAL NUMBER 68660D

RECEIVED FROM: C R SHIRLEY

REGISTER NUMBER	LODGE	AMOUNT PAID
1898680	687	$ 400.00

CLASSIFICATION: M

INITIATION DATE		
MO.	DAY	YEAR
3	22	76

ORIGINAL—To be given to member.

PRINTED IN U.S.A.

Charles F. Moran
International Secretary Treasurer

The **Chairman**. The list of local 687 members in my possession shows that the international has no record that you paid the $400. Are you aware of that?

Mr. **Shirley**. That is my understanding.

The **Chairman**. Then I will put that list in as Shirley exhibit No. 2.

[Shirley Exhibit No. 2 follows:]

The CHAIRMAN. Your union's constitution, at page 118, limits initiation fees to $500. Now there is no provision for an extra assessment for a building fund so, assuming his testimony is correct, wouldn't the extra $500 extracted from Mr. Shirley violate your own constitution, Mr. Jones?

Mr. JONES. No, sir.

The CHAIRMAN. You don't think it would?

Mr. JONES. No, sir.

The CHAIRMAN. They could force him to pay a building fee?

Mr. JONES. He was paying a building fund assessment that was voted on by the local lodge. This matter was brought to our attention by the FBI. They wanted proof that the money that was collected was put into the treasury. We gave them a deposit slip that we obtained from the local union showing that the $400 was deposited in the local union on the day following the receipt of the application and the money, and as far as the building fund is concerned it was $100 a year or $10 a month. It was provided for in approved local bylaws. It's a legitimate fund. The building exists, and they have property adjacent to it to show for it. Insofar as the balance is concerned, whatever balance is involved is in the local union treasury.

The CHAIRMAN. OK. You are saying that every journeyman in the union was assessed the same $500, then?

Mr. JONES. Every journeyman in a local union where they have such an assessment—every member, for that matter—would be obliged to pay it, but they have a right to vote on it and they did vote on it.

The CHAIRMAN. But they would all have to pay the same amount, $500?

Mr. JONES. Yes, sir. It's a uniform amount. The choice is that they either pay $100 a year or $10 a month.

The CHAIRMAN. OK. We will put Shirley exhibit 5-A in the record.

[Shirley exhibits Nos. 5A and 5B follows:]

Shirley EXHIBIT 5A

dues and reinstatement receipt showing such members to be in good standing in their respective Local Lodge.

Limitation On Speaking

Section 5. No member shall be allowed to speak longer than five (5) minutes on any one subject in any meeting of the Local Lodge without permission of the Local Lodge and such member shall stop speaking and take his seat upon being called to order by the presiding officer.

ARTICLE XXIX

INITIATION FEES AND DUES

Initiation Fees

Section 1. (a) The initiation fee shall be determined by the Local Lodge but shall be not less than Twenty-Five Dollars ($25) and in no event shall be more than Five Hundred Dollars ($500). Arrangements for payment of initiation fees by installments may be made in accordance with approved Local Lodge By-Laws or an applicable collective bargaining agreement. Any fees paid to apply on initiation fees shall be forfeited in the event payment for such initiation is not completed.

(b) The International President shall have the authority to grant a special dispensation reducing initiation and reinstatement fees for special cases, where organizing activities are in progress or are contemplated, for such period of time as may be determined by him.

Shirley EXHIBIT 5 B

ARTICLE XXV

MEMBERSHIP

Qualifications

Section ~~An applicant for membership in this Brotherhood shall be one who has reached the minimum working age prescribed by statutory laws regardless of race, creed, color, sex or national origin and who is working at some branch of the trade or employed in a shop, plant or industrial facility where the International Brotherhood has jurisdiction at the time of making application as provided in Article XI of this Constitution and who if a former member has been suspended from membership for non-payment of dues for more than sixty (60) continuous months.~~

No applicant for membership shall be considered eligible who is a member of the Communist Party or of any other subversive group or who subscribes to the doctrines of any such groups or who is not working within the jurisdiction of the Local Lodge processing the application for membership.

No applicant shall be admitted to membership if such applicant is found to hold membership in any other International Union engaged in the construction industry. where jurisdiction claims infringe on this Brotherhood.

An applicant shall become a member of the International Brotherhood when his signed application and fee are received and approved by the International President and recorded in the office of the International Secretary-Treasurer. This provision shall not apply to any applicant who has a penalty standing against him in any

The CHAIRMAN. I just want to mention that Mr. Shirley received his mechanic's or journeyman's book from local 687, even though he admits he didn't have the 8,000 hours at the time of the purchase. His official receipt for initiation is signed by Mr. Charles F. Moran, international secretary-treasurer, as are the receipts of——

Mr. JONES. Charles F. Moran.

The CHAIRMAN. Charles F. Moran, yes, as are the receipts of Messrs. F.D. Hall and E.A. Dubiak who also did not have 8,000 hours or completion of an apprenticeship program at the time of purchase. Now does the international—just tell me this for our record—does the international, prior to issuing union cards, examine the paperwork sent by Boilermaker locals to determine whether the individuals have performed the field construction work necessary to obtain the classification to which they are applying?

Mr. JONES. We examine the representation made in the referral application? Is that what you're saying?

The CHAIRMAN. Yes.

Mr. JONES. No, we do not.

The CHAIRMAN. You don't?

Mr. JONES. There would be an exception, in the event that we did go into the local lodge to look at their referral system, to see if they are doing what they ought to be doing.

The CHAIRMAN. Well, if I can make a suggestion to you, I think monitoring of worker qualifications by the International would pose a barrier to some of these activities that have gone on and that have been testified to, so you might consider that in the future, you know, some system or procedure for monitoring this so that you have a barrier against these type of things occurring. But, you know, that's up to you as the union leader, but I would suggest that's not a bad idea.

Mr. JONES. We are considering a closer watch over the procedures, and we have been sending representatives in to check out the referral procedures, to see if they are complying with the referral rules, to see if the actual procedures involved are being followed, and particularly where we're setting up lodges that have just recently been, as a matter of fact, under trusteeship for some reason or the other. We make certain while we're there that their bylaws are in order, that their referral procedures are in order, that they are doing everything they are supposed to do, and that takes quite a bit of time and effort.

The CHAIRMAN. OK. I think that's good, if you will do that. Now I would like to turn—to turn to just another subject, Mr. Jones—the extensive testimony we have heard over the last 2 years from rank-and-file boilermakers who say that they have been forced by union officials to take welding tests for unqualified persons. Now you stated on——

Mr. JONES. If we can find out, if you will give us specifics as to which union officials have been involved and if we can get the proof for it, we will deal with it swiftly, as I said before.

The CHAIRMAN. Well, have you interviewed the people who have made the allegations? Have you interviewed the witnesses who testified before this committee?

Mr. JONES. No, we have not.

The CHAIRMAN. You have not?

Mr. Jones. We have not.

The Chairman. Don't you think that's the way you start on something like this?

Mr. Elbaor. Senator, we were concerned with interfering with Federal investigations that were ongoing. I am a former Federal prosecutor, ad with a strike force I might add. And I respect the FBI. I believe in the efficiency of their operation. I believe that they are very thorough, and I think that if we were to interview these witnesses during an FBI investigation or a Justice Department investigation, that may complicate the matter. We would prefer for those investigations to be completed first.

The Chairman. Well, if I was a union leader and I had union members coming in and telling the stories that we have had throughout this transcript, I would be outraged and I would be asking them, "Give me facts and figures and dates and I am going to investigate this and I am going to find out. I don't care what the FBI does." Now you're saying you didn't know all these things.

Mr. Jones. To my knowledge, no union member has given this information to the International.

Mr. Elbaor. We have never, for example, received information on one specific allegation made before this committee that we asked for.

The Chairman. Well, I might add to my knowledge the FBI isn't looking into test taking or the ringers who took tests. I don't know of any investigation——

Mr. Elbaor. The Nuclear Regulatory Commission——

The Chairman. What?

Mr. Elbaor. I believe the NRC did, Senator.

The Chairman. I know.

Mr. Elbaor. But I just wish to also set the record straight that in the past 8 months we have contacted the Justice Department, we have contacted the FBI regarding these allegations.

The Chairman. Well, you say in your statement here today which you have prepared for Mr. Jones, he says in his statement that all of these things have been concluded in favor of the union. If what is so, why——

Mr. Elbaor. The ones that have been concluded, yes, that is true.

The Chairman. Well, then, don't you think it is time to talk to your own union members and see if they are telling the truth or not, especially since everything we have been able to bring out seems to support and substantiate what they have said?

Mr. Elbaor. Well, most of them never give specifics.

The Chairman. I think they have. I sure think they have.

Mr. Elbaor. Indeed, very few have given specifics.

The Chairman. Well, maybe your definition of specifics and mine are two different things. I might add that Gary Boring testified, if you want specifics, that he took between 13 and 15 welding tests at the Conemaugh generating station in Pennsylvania and was specifically directed to take those tests by the job foreman and steward. I presume if you asked Mr. Boring who was the job foreman and steward, you could get the two of them together and find out who is telling the truth. Was that allegation investigated and disproven?

Mr. Elbaor. We believe the NRC looked into it.

The **Chairman**. Well, that is not a nuclear plant. The Conemaugh station was not a nuclear plant so they wouldn't have looked into it. You know, this testimony occurred May 11, 1982. You see why I'm upset, Mr. Jones? Your attorneys have had all this stuff, and all we have had are all kinds of delays and problems all the way down the line here. I am not blaming you for it. I think you have tried to testify here honestly, but all we have had are delays. First, it wasn't important; second, it wasn't true; third this and fourth that. Never have they recommended interviewing your own union members, the people that really the union ought to be the first to take care of and support.

Mr. **Jones**. Are you recommending that we contact directly those individuals who have testified here that they took welding tests and saw welding tests taken and saw bad welds?

The **Chairman**. You're darn right. You're darn right I am.

Mr. **Jones**. All right, sir.

The **Chairman**. And I'm also recommending that, since your attorneys who helped you with your statement have said that all of these things have been concluded in favor of the union, you have every reason to look at what has been going on here and to interview these people. They feel like outcasts. They feel like their union hasn't gone to bat for them.

Now I personally believe, had you been informed by counsel, had there not been so much fluff in this thing over the last 2 years, had we not had to fight for every little step of this way, I think you might have cleared this all up on your own.

Mr. **Jones**. Well, I have been running from one end of the country to the other.

The **Chairman**. I understand, and I'm not blaming you.

Mr. **Jones**. Senator, I don't know that the counsel had time, really, to sit down and talk to me in detail about everything that is in the transcript.

The **Chairman**. Well, I am not blaming you. All I am saying is that we have had one heck of a tooth-pulling time trying to get to the bottom of these things, and everything we come up with substantiates and verifies what these union members have been saying. I think the NLRB case substantiates a lot of what they have said, and you yourself have expressed concern about some of these things that really you haven't been aware of, have you?

Mr. **Jones**. Yes; sir. if any of the allegations about test cheating or charging people more money than what the bylaws call for, or threats of violence or retaliation of any kind, actually took place, I want them to be dealt with by the union and by the authorities.

The **Chairman**. Well, I happen to know that some of the media in this town have been told that the only reason I am doing this is because I'm union-baiting. Come on. We have union workers coming to us because they have nowhere else to go, and they have been told that by people who should be working for the union members. In other words, what are unions supposed to be for if they are not supposed to help the individual union members and to protect their rights.

Now I believe that you are dedicated to doing that and I appreciate your statements here today.

Mr. JONES. We will deal with the specifics you gave us here this morning, and we will talk to those people that made allegations about test cheating, about threats of violence or retaliation, and about robbery as far as trying to get funds over and above what the union's constitution and bylaws provide for initiation fees.

The CHAIRMAN. Well, let me just give you a few more facts because apparently you're not getting them from counsel and you're not getting them from some of the people around you. I am impressed with you today and with your willingness to get into this.

I might add, at that same hearing on May 11, 1982, I might add Mr. Wayne Boring testified that he was directed to take tests for other people on two occasions, at Duck Island Powerplant in Trenton, NJ and at Keystone Powerplant in Pennsylvania. Now I don't think those allegations have ever been looked into.

Mr. JONES. I was under the impression, Senator, that the Nuclear Regulatory Commission investigated most of these if not all of them.

The CHAIRMAN. These were not nuclear powerplants.

Mr. JONES. Sir?

The CHAIRMAN. These particular plants weren't nuclear powerplants, to my knowledge. At that same hearing, three witnesses who testified behind a glass screen to preserve their identities told us that they had firsthand knowledge of test falsification. Witness No. 1 was a welding supervisor who testified that both the union and the employer pressured welding supervisors to allow ringers to take the welding test on 75 to 100 jobs he had worked on. Witness No. 2, a veteran welder, told us that he had taken 30 tests for other welders at one particular nuclear site at the request of the welding foreman. The third witness, another welder, testified that he had knowledge of six to eight incidents in which welders took 5 to 10 tests each for other persons.

Mr. JONES. What would be the motive for such a thing?

The CHAIRMAN. Well, that's the point we're trying to bring out, apparently.

Mr. JONES. How could a contractor afford this and how could a client tolerate it?

The CHAIRMAN. Well, that's some of the questions we are raising, too, and we think we have raised the answers to them as well.

Mr. JONES. Some of those allegations are hard to believe.

The CHAIRMAN. Well, except your individual people are coming in claiming that they were threatened, their lives were threatened, and testified behind screens. We have had a lot of welders in here saying that this has been going on. At our June 29, 1983 hearing we had another behind-the-screen witness known as welder No. 2, and various people who testified in the open—John Fleck, Joseph Friend, Vernon Boring, and French Gower. They testified that they either took tests for other persons under orders from union officials or they saw others take them. Mr. Gower testified that he had taken 100 to 150 tests for other welders during his career as a boilermaker, always under union pressure.

Now you see what I mean? These are solid union members who are upset.

Mr. **Elbaor**. We think Mr. Gower retracted several of his statements that he made before this committee when he was interviewed by the Nuclear Regulatory Commission.

The **Chairman**. I don't think he has. Mr. Gower is here. Mr. Gower, have you retracted any of your——

Mr. **Elbaor**. Well, we would prefer—Senator Hatch, please. We agreed to testify here today to you and with you.

The **Chairman**. Sure.

Mr. **Elbaor**. May we keep it that way?

The **Chairman**. Well, if you are assaulting his integrity, let me just ask him: Have you retracted any of those statements, Mr. Gower?

Mr. **Elbaor**. Senator——

Mr. **Gower**. Pardon?

The **Chairman**. Have you retracted any of your statements that you have made here before?

Mr. **Gower**. No, sir; I can restate all of those if you wish.

The **Chairman**. I'm saying, did you take any of them back or retract them?

Mr. **Gower**. No, sir.

The **Chairman**. Do you still stand behind your statements made to this committee?

Mr. **Gower**. Yes, sir, 100 percent.

Mr. **Elbaor**. That's not under oath, Senator, but if he wants to lie to the FBI, that's fine.

The **Chairman**. I'll put him under oath.

Mr. **Elbaor**. If he wants to lie to the NRC, that's fine.

The **Chairman**. He made them under oath, and I'll be happy to put him under oath right now if that's what you feel.

Do you have an FBI report on him, Mr. Elbaor?

Mr. **Elbaor**. I think the FBI may have their own report.

The **Chairman**. Do you have one? Do you have one?

Mr. **Elbaor**. I don't have one in my possession.

The **Chairman**. Do you know of one in the possession of your union or your law firm or anybody affiliated with the union or the law firm?

Mr. **Elbaor**. No, sir, I do not.

The **Chairman**. Then how did you know whether he lied to the FBI or not, what you just said?

Mr. **Elbaor**. I think we best review the record, look at his statement, review the record of the Nuclear Regulatory Commission and other Federal investigations, and make the determination on the record.

The **Chairman**. We will let the record speak for itself. I think it will prove otherwise.

On another subject, Mr. Jones. Is apprenticeship training an important part of your overall program for ensuring contractors a well-trained work force?

Mr. **Jones**. Yes, sir.

The **Chairman**. OK; are you aware that in the years since 1954, Pittsburgh Local No. 154 has graduated only 60 apprentices?

Mr. **Jones**. I have heard that recently, yes.

The CHAIRMAN. Of course, that comes from the GAO study. Now is this typical or atypical of the output of apprenticeship programs by boilermaker locals around the country?

Mr. JONES. It's not typical.

The CHAIRMAN. About how many apprentices——

Mr. JONES. I think it's up to the Pittsburgh local to speak for themselves——

The CHAIRMAN. Sure, but it's not typical.

Mr. JONES. But I understand that they have been cooperating with a Pittsburgh plan to assist minorities and that they have been assisting in the training of minorities. In addition, they have been——

The CHAIRMAN. But shouldn't they show up as apprentices?

Mr. JONES. Sir?

The CHAIRMAN. Shouldn't even the minorities show up as apprentices when they are trained?

Mr. JONES. Well, they have had—I don't know the details about their Pittsburgh plan, but it's my understanding there is no one on the out-of-work list in Pittsburgh at this time that does not have the criteria of 8,000-hours experience except for some minority people, and that these are the result of cooperation by the Pittsburgh local with the Pittsburgh plan to assist minorities in entering the trade.

Insofar as the apprenticeship, I don't know why they did not enter into the apprenticeship plan but I think you could find that out from the local union.

The CHAIRMAN. Well, the Pittsburgh plan that you have been talking about refers to apprentices and trainees, as I understand it. In other words, if they bring them in they are bringing them in as apprentices so they can learn, but there have only been 60 in the last 30 years.

Mr. JONES. Well, I am really not qualified to talk about the details of the plan but there should have been more apprentices trained. That's for certain.

The CHAIRMAN. There have been about 60 since 1954. About how many apprentices are graduated each year throughout the International Union?

Mr. JONES. Well, right now it's down because of the unemployment situation, but I would think——

The CHAIRMAN. You can give an approximation. That would be fine.

Mr. ELBAOR. We could look into that, Senator, and submit a reply for the record.

Mr. JONES. We can submit a report.

The CHAIRMAN. All right.

Mr. JONES. It would vary from a full employment period to a lower employment period, but it's substantial throughout the country.

The CHAIRMAN. It is substantial. Mr. Phillips tells me, Mr. Elbaor, he asked you last Wednesday to give us that figure, but we will give you more time.

Under the collective bargaining agreement——

Mr. ELBAOR. Senator, I was not asked for that figure.

The CHAIRMAN. Excuse me. I didn't hear you. What?

Mr. ELBAOR. I don't believe I was asked for that figure, but I'm sorry. It's a minor point.

The CHAIRMAN. All right. We'll give you more time, regardless.

Under the collective bargaining agreements in force between western Pennsylvania boilermaker contractors and and local 154 in recent years, each employer makes a contribution to the apprentice training fund for "any employee"—that is, apprentice, journeyman, helper, or whatever—covered by the agreement. Between 1979 and 1982, this contribution increased from 2 to 4 cents an hour. Also, a portion of employee dues go to this fund as well. Do you know how much this adds up to a year?

Mr. JONES. Well, I don't know exactly what it adds up to a year.

The CHAIRMAN. Well, approximately.

Mr. JONES. I don't know, but——

The CHAIRMAN. Isn't it in the millions of dollars?

Mr. JONES. It is reported generally on an area basis, and they are part of the Northeast Area Apprenticeship Committee.

The CHAIRMAN. Where does this money go, in particular? Does it go to the International?

Mr. JONES. It goes to the International, and then it's allocated back according to the area from which it comes from, to the area apprenticeship program.

The CHAIRMAN. OK.

Mr. JONES. The International apprenticeship program assesses each area enough to operate on.

The CHAIRMAN. How much of that money goes back to Pittsburgh for apprentice training, in comparison to what is contributed by the Pittsburgh local? Do you know?

Mr. JONES. I don't know the details.

The CHAIRMAN. Will you provide that, as well?

Mr. JONES. I do know that they have an extensive mechanic skill improvement program——

The CHAIRMAN. OK; will you provide those——

Mr. JONES [continuing]. And that they have training facilities there, and that they probably have utilized funds from the apprenticeship program to upgrade skills of mechanics and to upgrade the skills of those trainees that they had when they had a trainee program.

The CHAIRMAN. OK; will you provide that information to us?

Mr. JONES. Yes, sir.

The CHAIRMAN. I might add that what I am interested in there is just how much money is received back compared to the money contributed, because there have been only 60 apprentices in 30 years in that local, so we are interested in that, if there is a big disparity in training funds and contributions in Pittsburgh.

Let me just address a final line of questions to Mr. David Elbaor, your Washington-based attorney for the International.

Mr. Elbaor, you were aware since last November 15 that a hearing such as the one we are holding today would be held sometime this year, were you not?

Mr. ELBAOR. Senator, I didn't think I was the one to be testifying here today.

The CHAIRMAN. Well, I am just asking you this for the record. I don't think these are hard questions, and they are certainly not—I mean, weren't you aware since November 15 that we were going to hold a hearing this year?

Mr. **Elbaor**. I was aware that Mr. Jones was scheduled to testify on October 25, 1983——

The **Chairman**. OK.

Mr. **Elbaor**. And Mr. Jones' invitation to testify was withdrawn without explanation.

The **Chairman**. I see; were you made aware in April of this year by my staff that the hearing was tentatively scheduled for May 22 of this year?

Mr. **Elbaor**. I believe the May 22 date sounds familiar, and then it was moved to June 19.

The **Chairman**. Approximately that time.

Mr. **Elbaor**. Yes.

The **Chairman**. Did you receive my letter dated May 24, 1984, that the hearing had been rescheduled for today, June 19?

Mr. **Elbaor**. I am sure if you sent me a letter I received it.

The **Chairman**. Well, I will put it in the record as exhibit No. 6, as Jones committee exhibit No. 6.

[Jones exhibit No. 6 follows:]

ORRIN G HATCH UTAH [illegible]

ROBERT T. STAFFORD VT
DAN QUAYLE IND
DON NICKLES OKLA
GORDON J. HUMPHREY N.H.
JEREMIAH DENTON ALA
LOWELL P. WEICKER JR. CONN
CHARLES E. GRASSLEY IOWA
JOHN P. EAST N.C.
PAULA HAWKINS FLA

EDWARD M. KENNEDY MASS
JENNINGS RANDOLPH W. VA
CLAIBORNE PELL R.I.
THOMAS F. EAGLETON MO
DONALD W. RIEGLE JR. MICH
HOWARD M. METZENBAUM OHIO
SPARK M. MATSUNAGA HAWAII
CHRISTOPHER J. DODD CONN

RONALD F. DOCKSAI STAFF DIRECTOR
KATHRYN O'L. HIGGINS, MINORITY STAFF DIRECTOR

United States Senate
COMMITTEE ON LABOR AND
HUMAN RESOURCES
WASHINGTON, D.C. 20510

JONES
EXHIBIT 6

May 24, 1984

Mr. David Elboar, Esq.
Connerton & Bernstein
Suite 800
1899 L Street, N.W.
Washington, D.C. 20036

Dear Mr. Elboar:

As you were informed by my staff today by telephone, hearings on the Boilermakers Union will be held before the Committee on June 19 and 20, 1984. This is to invite witnesses from the International to testify at the June 19 hearing. Please contact Mr. Kevin McGuiness and Michael Forscey of the Committee staff to work out an agreement on which specific witnesses will appear.

Sincerely,

Orrin G. Hatch
Chairman

OGH:jps

COPY

The CHAIRMAN. Did you telephone some boilermaker employers late last week, including Bechtel, Babcock & Wilcox, the Georgia Power Co and Alabama Power Co., to ask them if they would testify in favor of the boilermakers at today's hearing?

Mr. ELBAOR. No; I did not.

The CHAIRMAN. Or at any hearing that we have?

Mr. ELBAOR. No.

The CHAIRMAN. OK.

Mr. ELBAOR. Phone requests were made asking if they would like to appear before the committee to give their honest and candid assessments of what the hearings have shown.

The CHAIRMAN. So you did ask them to come testify?

Mr. ELBAOR. I did not ask them to testify in favor of the boilermakers. I asked them simply to come in and testify, in response to your request made on August 2, 1983 that employers come in to this committee and tell us what is going on. I understand that those employers had never been previously notified by your committee, and I simply wanted to transmit your thoughts to the employers.

The CHAIRMAN. My only question with regard to that is, why did you wait until the last minute to ask them to do that?

Mr. ELBAOR. Because I was never certain that the committee hearing date would in fact be set for today and be firm.

The CHAIRMAN. I see.

Well, let me just say this, Mr. Jones. I want to thank you for coming. I think you have been honest and straightforward in what you have known about this and what you intend to do about it. I personally appreciate it and I personally respect you for being here and respect your testimony here today. I know that these things are never pleasant but, you know, my job is to investigate them and let the chips fall where they may.

I would suggest that it really would be worth your while to go back and read these committee transcripts.

Mr. JONES. Sir?

The CHAIRMAN. It would be worth your while to go back and read these committee transcripts because I think it will make you pretty upset, because I think you'll find that we have been able to come to at least a conclusion here today, as far as we can go, that could have been reached a long time ago had we had a little cooperation. I am not necessarily saying you haven't cooperated.

I just want to personally thank you for being here and being as candid and forthright as you have been. I appreciate that.

Mr. JONES. I thank the committee for the opportunity to appear, Senator.

The CHAIRMAN. Well, thank you. I hope next time you come to the committee it will be a little more enjoyable than this time, but thanks for coming.

Mr. JONES. Thank you, sir.

The CHAIRMAN. I appreciate having you here.

Mr. ELBAOR. Senator, thank you very much for your courtesy.

The CHAIRMAN. Thank you.

Mr. ELBAOR. We have some other statements that we will submit for the record.

The **Chairman**. We will be happy to take your statements and put them in the record at this particular point.

Mr. **Elbaor**. Thank you, sir.

[Material supplied for the record follows:]

NATIONAL CONSTRUCTORS ASSOCIATION
BUILDERS AND ENGINEERS FOR INDUSTRY

NATIONAL CONSTRUCTORS ASSOCIATION

1101 15th Street, N.W. Washington, D. C. 20005 (202) 466-8880

Robert P. McCormick
Senior Vice President
Industrial Relations

June 18, 1984

Mr. Charles W. Jones
International President
International Brotherhood of Boilermakers,
Iron Shipbuilders, Blacksmiths,
Forgers & Helpers
New Brotherhood Building
8th and State Avenue, Suite 575
Kansas City, Kansas 66101

Dear International President Jones:

I have followed with interest the developments of Senator Hatch's Committee inquiries, particularly into the union referral systems and the welder certification procedures as they relate to the Nuclear Power Industry. I have in the past dismissed these particular inquiries and activities as a mere over-reaction to a very complex situation.

In any event, we at the National Constructors Association, representing 48 major national and international engineering and construction firms, after reviewing the facts thoroughly, believe, as reflected by many of our members, that the Labor and Human Resources Committee questions concerning issues related to the Nuclear Power Industry and the International Labor Unions need to be addressed. We have therefore examined the matters under discussion and offer the following presentation in an attempt to clarify these issues.

First, it seems to us that the Referral System issue is one that needs very little explanation as it applies to the Boilermakers because the referral procedures are clearly enumerated in every Boilermaker Agreement, whether they be national, regional,

continued

or local. NCA contractors can readily testify to these procedures because we have not only been directly involved in all levels of Boilermaker negotiations, but we were a party to the original labor-management committee that established the minimum national referral standards on which all the other regional and local referral rules and procedures are based. These minimum standards set the criteria for the local joint referral rules which allow for special rules designed to meet the local union situation. The local joint referral committee is composed of an equal number of management personnel and local union personnel who apply, administer and enforce local union referral rules so that they are in compliance with requirements of the law, the needs of the employers and the needs of the local union in the area. The local union referral rules contain detailed procedures to effect the referral of qualified craftsmen to all contractors on a fair and equitable basis for the local union, its members, and the contractors with the right of refusal resting with the employing contractor. These detailed procedures also contain penalties for infraction of local referral rules and a detailed appeal procedure for all parties.

Local union referral procedures are incorporated into terms and conditions of each collective bargaining agreement, be they for one specific local union, or for a collection of local unions under an area wide agreement.

Management representatives are selected by the Employer negotiating committee for each local union covered by the collective bargaining agreement, while the union representatives to the local union referral committee are appointed by the local union or international union. The local union business manager, generally speaking, does not serve on the local union referral committee.

Appeals of the actions taken by the employer, the local union, or by the joint referral committee, are heard by an appeal committee which is separate from the local referral committee. Appeal committee members are appointed by the Employer Negotiating Committee Chairman and by the Boilermaker Area Vice President. An appeal committee is appointed to hear each separate appeal when filed.

The local union dispatcher must refer applicants to the employer's construction projects in strict compliance with the local union referral procedure and is subject to audit by the local referral committee members.

Active involvement by local union officials, International Union officials, local, regional and national contractors has been the major factor in promoting fair and equitable treatment of all local union members and has also contributed to the reduction of absenteeism, turnover, job-jumping and other major problems experienced by Boilermaker employees of just a few years ago.

Local union referral procedures as established and managed by joint employer and union representatives are a very effective method of keeping an open communication link between the area contractors and the union. Such communications serve to enhance the resolution of many other labor-management problems quickly and equitably for all concerned.

The nuclear welding certification is another area with which the Labor and Human Resources Committee seems to be concerned. We believe this concern must be and can be addressed once one understands the weld codes and certification procedures governing firms who are involved in nuclear welding. The rules of welding performance qualifications are those adopted by the American Society of Mechanical Engineers (ASME) and the American National Standards Institute (ANSI), or the regulations of many of the states, provinces, or municipalities which are the same as the ASME Code rules. The company's weld certification procedure is administered and controlled by the company's quality assurance and quality control departments. The company's quality control personnel are the individuals who witness for the company the individual welder's test and certify each welder, through destructive or nondestructive test methods for the type of welding he will be allowed to do on the project according to the particular weld test or tests passed.

In summary, it should be asserted that both the union referral system and the welder certification procedure are totally controlled by management through management rights expressed through agreements or through the requirements as prescribed by ASME or ANSI welding code requirements.

Mr. Charles W. Jones
June 18, 1984
page 4

If we can be of further assistance, please advise.

Sincerely yours,

Robert P. McCormick

Robert P. McCormick
Senior Vice President

RPM/dlm

Commonwealth of Virginia)
County of Arlington)
City of Arlington)

I hereby certify that Robert P. McCormick, Senior Vice-President Industrial Relations, National Constructors Association, whose signature appears above, acknowledged the same before me in the jurisdiction aforesaid this 18th day of June 1984.

Dolores C. Kefalas

Dolores C. Kefalas
Notary Public

My commission expires: July 21, 1984

STATEMENT OF WILLIAM J. JOHNSTON BEFORE THE SENATE COMMITTEE ON LABOR AND HUMAN RESOURCES

Dear Mr. Chairman:

My name is William J. (Bill) Johnston, and I am making this sworn statement voluntarily and at my own request in my capacity as Business Manager and Executive Secretary of District Lodge 57 of the International Brotherhood of Boilermakers. This statement is in response to various allegations that have been made at "oversight" hearings held in 1982 and this year by the Committee concerning the operations of Boilermakers' Local Lodge 687, Charleston, South Carolina, a local lodge that is an affiliate of District Lodge 57, and Kenneth A. Horne, the former President of Local Lodge 687 who died of leukemia in late August, 1983.

The allegations involving Local Lodge 687 and Mr. Horne heard by this Committee have centered on the relationship between contributions to a building fund established by Lodge 687 and the alleged "purchase" of Boilermakers' memberships. It has been suggested that applicants for union membership paid money in excess of standard initiation fees to Kenneth A. Horne, who collected the excess amounts under the guise of collecting for a building fund. It has been alleged that those applicants who paid amounts "in excess of the standard initiation fee" did so because they lacked the "requisite 8,000 hours" experience necessary to join the International Brotherhood of Boilermakers as journeymen mechanics.

Based on my position with District Lodge 57 and the fact that Local Lodge 687 is an affiliate, I directed a preliminary enquiry into these allegations. From that review, I have concluded that the allegations have no merit, and, further, that they are based on several wholly erroneous presumptions. Very briefly, this review has disclosed that:

(1) The assembled membership of Local Lodge 687 voted by secret ballot on November 12, 1977, at a regularly scheduled membership meeting to establish a "building fund" for the purpose of constructing a meeting hall and training center. Prior to that time, the membership met in a rented room and had no training facilities.

(2) As District Lodge Exhibit 1 indicates, the decision of the Local Lodge 687 membership was made part of the by-laws of Local Lodge 687 on November 16, 1977, thus alerting all new applicants for membership in that Local Lodge as to the "standard fees" required.

(3) At regularly scheduled membership meetings, including a meeting held March 11, 1978, the payment schedule for "building fund" assessments required of current members and applicants was explained. Briefly, each present and future member was to be assessed $500 for purposes of acquiring real property and constructing an office building and training center; the $500 was payable in yearly or

monthly installments over a five (5) year period. .Members were free to elect their own payment schedule. Lump sum payments were also permitted.

(4) Based on a review of the International Brotherhood's rules and requirements, the purpose of this building fund assessment, payment schedule and its equal application to current and future members was lawful and not in conflict with the Constitution of the International Brotherhood of Boilermakers.

To determine whether or not the possibility existed that these building fund contributions were received for the personal use of any Local Lodge 687 representative, including Kenneth A. Horne, I requested that the Certified Public Accountant responsible for auditing Lodge 687 for the past ten years report to me on Local Lodge 687's administration of the building fund and the fund's finances. A summary of the accountant's investigation and report is attached as District Lodge 57 Exhibit 2. Briefly, the Certified Public Accountant's report states that all building fund receipts were properly accounted for and not misdirected in any way; that the building fund was independently audited by the U.S. Department of Labor and that no improprieties or discrepancies were found; that the Internal Revenue Service independently audited the building fund and found no irregularities in its use or administration.

Regarding the allegation that an applicant for membership in the International Brotherhood must possess a "required 8,000 hours" experience, that statement is wholly false; there is no such requirement. Regarding the allegation that the International Brotherhood requires a showing of "8,000 hours" experience to receive a "journeyman's book" I am unaware of any such "book" issued by this Brotherhood. I am aware of a "mechanic" designation appearing on the initiation fee receipt card issued by the International; but that designation has no relevance to any showing of "8,000 hours" experience.

Concerning membership applications, there is no requirement in the Constitution of the International Brotherhood or the by-laws of Local Lodge 687 that an applicant "reside" in the jurisdiction of the Local Lodge where the application for membership is made.

I believe that this statement will clear the confusion surrounding the accusations and statements made concerning Local Lodge 687. In great measure, an accurate presentation of the facts surrounding the establishment of the Lodge 687 building fund and the requirements for membership renders the essentials of those accusations pointless.

Respectfully submitted,

Wm. J. Bill Johnston

Wm. J. ("Bill") Johnston

Shelby Jean Turner
Notary Public.
My Commission expires 4/7/84

NOV 21 1977

International Brotherhood of
BOILERMAKERS • IRON SHIP BUILDERS BLACKSMITHS • FORGERS & HELPERS
Brotherhood Building Kansas City, Kansas 66101

LOCAL LODGE NO. 687
TELEPHONE 803-556-9410
AFFILIATED DISTRICT LODGE 57

811 SAVANNAH HI-WAY
CHARLESTON, SOUTH CAROLINA 29407

November 16, 1977

RESOLUTION TO AMEND LOCAL 687 BY-LAWS

Amend Article IV, Section 1, 1A, 1-B, 1-C and add 1-D.

Whereas the Charter for Local 687 was granted by the International Brotherhood on November 20, 1942 and whereas Local 687 has been in existance these many years, the members have had no permanent Lodge Hall or meeting place and no facilities to have schools, or training to help upgrade the members skills in the Boilermaking Trade.

NOW, THEREFORE, BE IT RESOLVED,

That there will be an accessment levied on each member of $ 10.00 per month or $ 100.00 per year, (payable in advance) and all new applicants for membership to pay $ 100.00 with application for the sole purpose of establishing a Building Fund to build suitable quarters for Local 687 to conduct business, hold meetings, and install the necessary facilities for schooling and training members in the skills of the Boilermaking Trade; this to continue for a period of five (5) years.

Everett A. Bryant Sr.

Everett A. Bryant, Sr.
Secretary-Treasurer, Local 687
Register # 1230730

[illegible] of Boilermakers, Iron Ship
[illegible] Blacksmiths, Forgers and Helpers
APPROVED
2 1977
International President

DISTRICT LODGE 57, EXHIBIT I

In 1977, a resolution was adopted by the membership of Lodge 687 whereby each present and future member was to be assessed five hundred ($500.00) dollars to be paid into a building fund for purposes of acquiring real property and constructing an office building to be occupied by the Lodge for its offices and meeting hall. This assessment could be paid in five yearly installments of one hundred ($100.00) dollars or, at the election of the member, a monthly installment of ten ($10.00) dollars per month for a year. A member could elect each year the method of payment he desired. Some members made a lump sum payment of the entire assessment.

From the beginning of 1978 through September 30, 1983 a total of $322,450.00 has been collected and deposited in the financial accounts of Lodge 687. The Lodge uses a fiscal year ending June 30 and files its LM-2 and Form 990 with the respective authorities accordingly. Through June 30, 1983, the Lodge had received and reported on its form LM-2, filed with the Department of Labor, receipt of $318,870.00 as an assessment.

Approximately two years ago, a representative of the Department of Labor audited the books and records of Lodge 687 as reported on the LM-2.

In the process of accounting for the building fund, Lodge 687 maintained a separate series of receipt books for all building funds received. In addition, a separate ledger sheet was maintained for each member, showing the dates of payment, the receipt number, and the amount of each payment.

Not all members paid the full assessment as some members transferred, withdrew their membership, or were terminated by other means.

When the auditor from the Department of Labor examined the records, he traced the flow of funds from the receipt books, to the individual membership records into the banking accounts on selected transactions. The auditor did not advise anyone of any violations or discrepancies he noted during the period of audit and was very complimentary of the records maintained by the Lodge.

The Internal Revenue Service audited the books and records used in preparing the form 990 filed with that authority after the fiscal year ended June 30, 1981. Again, there was no criticism except a reconciliation of financial data to the satisfaction of the auditor, was not properly made. This procedure has been corrected.

DISTRICT LODGE 57, EXHIBIT II

All of these audits were made during the period of time that monies were being collected for the building fund, and the records maintained were available for examination by the auditors.

The cash receipts and disbursements of this Lodge have been audited by me for over ten years and I have reason to believe that all funds for which receipts were written have been properly accounted for an deposited in the financial accounts of Lodge 687.

October 20, 1983

Internal Revenue Service
Room 710, Technical Staff
P. O. Box 1055
Atlanta, Georgia 30370

Department of the Treasury

E0105 MAR 22 1983

International Brotherhood of Boilermakers
Local 687
2575 Oscar Johnson Road 5
Charleston, S. C. 29405

Person to Contact:
J. T. Wilson/aw
Contact Telephone Number:
(404) 221-6926
Reply to:
EO:7202:JTW
EIN: 57-0246048

Dear Sir or Madam:

We have recently completed our examination of your Form 990 for the year ended June 30, 1981. You will be pleased to know that we will continue to recognize your organization as tax-exempt under section 501(c)(5) of the Internal Revenue Code. Your return is accepted as filed.

Also, there is no change in your liability for the tax on unrelated business income imposed by sections 511 through 515 of the Internal Revenue Code.

However, we noted certain aspects of your operations, that, if continued unchanged, could jeopardize your exempt status in future years or subject your organization to other penalties imposed by the Code and Regulations.

During the examination of your form 990, we noted that you substituted Form LM-2 in lieu of the income statement and the balance sheet of Form 990. In so doing you did not fully comply with the instructions set forth in Revenue Procedure 79-6, 1979-1 CB. 485. You failed to reconcile the financial data to the summary line in Parts I, II, III and IV of the 990. This resulted in an overstatement receipts by the amount by loan proceeds and overstated expenses by the amount of the loan repayments and the investment in permanent assets. This reconciliation should be complied with in the future.

Revenue Ruling 59-95, Cumulative Bulletin 1959-1, page 627, prescribes that failure to comply with the provisions of section 6033 of the Code and regulations which implement it, may result in the termination of the exempt status of an organization on the grounds that the organization has not established that it is observing the conditions required for the continuation of its exempt status.

Thank you for your cooperation.

Sincerely yours,

Michael J. Murphy

Michael J. Murphy
District Director

LAW OFFICES

CONNERTON, BERNSTEIN & KATZ

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WASHINGTON, D.C. 20036
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DANIEL M. KATZ†
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DAVID W. ELBAOR†
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JAMES S. RAY†
PHILLIS PAYNE
LINDA LIPSETT*
ORRIN BAIRD
LAURENCE E. GOLD
STEPHEN P. CLARK
STANLEY C. WISNIEWSKI‡ *
SAMUEL W. HALPERN
SHELLEY D. HAYES

JACK CURRAN
LEGISLATIVE DIRECTOR
(NOT A MEMBER OF THE BAR)

* NOT ADMITTED IN D.C.
‡ ADMITTED IN MD
† ADMITTED IN VA

MARYLAND OFFICE:
6241 EXECUTIVE BOULEVARD
ROCKVILLE, MARYLAND 20852
(301) 984-1212

VIRGINIA OFFICE:
2060 NORTH 14TH STREET
ARLINGTON, VIRGINIA 22201
(703) 524-1900

July 13, 1984

United States Senate
Committee on Labor and
Human Resources
SD 428, Attn: Mr. Powell
Washington, D.C. 20510

Dear Mr. Powell:

Enclosed please find the corrected transcript of President Charles W. Jones' June 19, 1984 testimony before the Senate Committee on Labor and Human Resources. The corrections pertain only to grammar and punctuation and do not in any way change the substance of what was said in the original statements of Messrs. Jones, Blake and Elbaor.

There were many requests for information made by the Chairman during President Jones' appearance. Because much of this information can only be obtained from third parties who may or may not respond to our inquiries, because the gathering of other information that was requested will require more time than is available under the current deadline of July 19 for additional submissions, and because we have yet to receive the documentation that is referred to in the transcript as "Material to be supplied follows," we are unable at this time to supply some of the information requested in the second paragraph of your July 2, 1984 letter. Some information will be supplied by July 19; other information will be supplied later.

The Committee may wish to suggest a timetable for supplying the information that was requested during the June 19, 1984 hearing.

Very truly yours,

David W. Elbaor

DWE:kdw
Enclosure

cc: Kevin P. McGuiness, Majority Counsel
Michael A. Forscey, Minority Counsel
John J. Blake, Esquire

The CHAIRMAN. I have a Policy Committee meeting that began a few minutes ago. I was supposed to be to a chairmen's meeting 45 minutes ago. I think what we will do is break until 2 o'clock and resume here in this committee room at 2 o'clock with our remaining witnesses, who will be Joseph G. Garritan, James P. Quinn, William A. Lawlor, and J.M. Maurizi. With that, we will recess until 2 o'clock today.

[Whereupon, at 12:30 p.m., the committee recessed, to reconvene at 2 p.m., the same day.]

AFTERNOON SESSION 2:10 P.M.

The CHAIRMAN. This afternoon I would like to avoid the confusion of this morning with regard to the rules governing membership in the Boilermakers Union. I understand that when an individual joins the union, he or she does not need to have already had 8,000 hours in the trade. That rule allegedly applies to the work referral list. According to the witnesses today, an individual when joining the union may be classified as a mechanic, a helper, a trainee, an apprentice, or some other designation the union may have. Now we have known that all along. That has never been a matter of dispute, as far as I am concerned.

What some witnesses have said is that they were given a mechanic's book when they joined the union. Because of this listing as a mechanic and their membership book, they were able to be referred out as a journeyman, paid as a journeyman, even though they did not possess 8,000 hours in the trade and had not completed an apprenticeship training program. Such referral and payment would run counter to the union's rules, as explained in the Moreland letter to the NLRB. That is why there has been some linkage in my questions concerning whether an individual who does not possess 8,000 hours may still be able to purchase a mechanic's book and be referred to work as a journeyman.

I realize that according to the union's rules, such a practice may be wrong, but that practice has been brought to our attention by the witnesses. In other words, several witnesses claim that this practice has been occurring. I hope this will explain why some of my questions refer to people who bought books, were listed as mechanics, but did not have 8,000 hours at the time they bought their books, just to clarify the matter, because I don't think it has ever been a matter of dispute until I heard some of the testimony today and then in the final analysis it really is not a matter of dispute.

The fact is that there are allegations of workers here who had every right to work, who weren't referred out, who were full-fledged mechanics, who were great boilermakers, who knew how to weld and knew how to weld well, even took tests for other welders, and made relatively nothing compared to those who were referred out ahead of them who didn't know how to weld, who didn't have the necessary qualifications, who didn't have the 8,000 hours, who didn't serve an apprenticeship program, and who really couldn't weld. So this, after 2 years of hearings, is what we are really driving at here.

Our next witness will be Mr. Garritan, who is from Pittsburgh. In fact, we will call Mr. Joseph Garritan, Joseph Quinn, William A.

Lawlor, and Joseph Maurizi, to the witness table. We would like to welcome all you gentlemen to the committee today.

Mr. MAURIZI. Good afternoon, Senator.

The CHAIRMAN. Good afternoon, Joe.

Could I just swear all of you in?

[Witnesses sworn.]

The CHAIRMAN. Joe, did you swear? Did you take the oath?

Mr. MAURIZI. No; I didn't.

The CHAIRMAN. Let's do it.

[Witness sworn.]

The CHAIRMAN. OK; let's start with Mr. Garritan first, then. Mr. Garritan, we will turn to you. Glad to have you here. Welcome to the committee. We hope you can clear some of these things up.

STATEMENT OF JOSEPH G. GARRITAN, PRESIDENT AND BUSINESS AGENT, BOILERMAKERS LODGE 154, PITTSBURGH, PA

Mr. GARRITAN. Good afternoon, Senator Hatch.

I would like to make a statement on behalf of Boilermakers Local Lodge 154, as president of this local lodge.

The CHAIRMAN. Yes, sir.

Mr. GARRITAN. I am Joseph G. Garritan, president and business agent of Boilermakers Lodge 154, Pittsburgh, PA. I would like to make a statement concerning the duties of the president of any local lodge within the International Brotherhood, in accordance with the constitution of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers. Mr. Maurizi has informed me that your staff has access to our constitution as an exhibit. Therefore, I am sure that you and your staff are aware of the duties of a local lodge president.

The CHAIRMAN. We are.

Mr. GARRITAN. At this time I would like to correct an issue stated by Mr. French Gower at the August 2, 1983, hearing relative to his informing me on a job site that there was featherbedding and a numerous amount of so-called boilermakers who were not qualified working on this project. Following is a detailed account of what transpired that morning in the Foster Wheeler—the contractor's—trailer:

Mr. Gower walked into the trailer before starting time. Present were Mr. Jack McGill, superintendent for Foster-Wheeler; Mr. Vincent Fera, foreman for Foster Wheeler; William Butera, Local 154 steward; and Mr. James Stroupe, who was a welding technician for the Foster Wheeler Co.

Mr. Gower asked Mr. McGill if he would hire him. Mr. McGill told Mr. Gower that he could not hire him and that all boilermakers hired were sent by the union hall in accordance with the exclusive hiring hall referral procedure, as stated in article 2 entitled "Joint Referral Rules" in our current articles of agreement.

Mr. Gower then left the trailer. About 5 minutes after Mr. Gower left, I arrived. I had business to discuss with Mr. McGill and Mr. Fera. Mr. McGill informed me that Mr. Gower attempted to solicit his own job and was told that the trailer was not a hiring hall. At the conclusion of our 15-minute discussion I walked out of the trailer door and onto the platform. Mr. Gower was standing at the bottom of the platform steps. As I started toward him down the steps, he turned away and walked up the hill through the parking lot to where his vehicle was parked.

The aforesaid was the extent of any contact made with Mr. Gower and myself concerning his statement at the August hearing regarding the Foster Wheeler job in Weirton, WV. Mr. McGill, Mr. Fera, and Mr. Stroupe will testify or submit a written affidavit concerning the said incident.

Mr. Chairman, before making this statement, Local 154 reviewed the track record of French Gower, which shows that every boilermaker local lodge jurisdiction that he has worked in has had some problem concerning his conduct or his attitude. I would like to list these locals to show that his behavior, statements, and accusations are not limited to 154 but to all our sister locals in the surrounding areas and their respective contractors. The records show that Mr. Gower did not miss anyone: local 7, Buffalo, NY; local 28, Newark, NJ; local 193, Baltimore, MD; local 744, Cleveland, OH; local 45, Richmond, VA; and local 667, Charleston, WV.

If you would contact any of these aforementioned local lodges and their contractors, they would be equipped to relay an unfavorable incident that Mr. French Gower either caused in their office or in the field. In fact, to the best of my recollection statements have been submitted by the locals to the International headquarters in Kansas City. At this time, Mr. Chairman, I have the documentation of all these incidents that was caused by Mr. Gower, and you can put it into your exhibits for our exhibit as Local Lodge 154.

The CHAIRMAN. Without objection, we will place them in the record at this point.

[Exhibits of Mr. Garritan follows:]

EXHIBITS OF Joseph Garritan

(Boilermakers Lodge 154)

N.T.D

Name GOWER, FRENCH

[illegible] Classification WELDER

304 Telephone 527-[illegible]

Started Work	Contractor and Place	Date Finished	Accepted
9-26-79	WORKING IN N.Y.		
11-20-79	STILL NOT AVILABE - NO NUMBER		
3-18-80	NO NUMBER		
3-11-80	WORKING FOR LOCAL #712	3-18-80	FIRED REFUSES TO WORK
3-22-80	B&W CO. BRILLIANT, OHIO	3-27-80	FIRED FAIL TEST
5-27-80	B&W CO. BRILLIANT, OHIO	6-5-80	FIRED FAIL TEST
8-8-80	HIS WIFE CALL FOR WORK FOR FRENCHIE		
7-14-80	B&W CO. KAMMER PLANT #667	8-14-80	R.F.
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		
Soc. Sec.	234-52-9588		

Name

Classification

Telephone

Started Work	Contractor and Place	Date Finished	Accepted
12-21-80	(REFUSED - HUFF ~~B&W Co~~) - Not ENOUGH OVER Time		
1-17-80	(REFUSED - CLEARFIELD) - only 40 HRS - TO FAR McCROSSON CO		
2-6-81	TOLD FRED HE WILL GO ANYWHERE TO		
WORK			
2-11-81	CALL FOR CARP. RIGGING IN OIL CITY		
REFUSED -	CAN'T STAY AWAY	FROM HOME ON 40 HR.	
2-17-81	WENT TO WEIRTON, W.VA JOB, LOOKING FOR WORK		
4-24-81	CALLED FOR WORK N/C # 35		
5-18-81	CALL FOR POWER SYSTEM AT 3:40 P.M. NO ANSWER		
6-24-81	CALL AND LOOKING FOR WORK		

N.T.D

Name GOWER FRENCH

Classification WELDER

Telephone 304 527-[illegible]

Started Work	Contracter and Place	Date Finished	Accepted
9-26-79	WORKING IN N.Y.		
11-20-79	STILL NOT AVILABE - NO NUMBER		
3-18-80	NO NUMBER		
3-21-80	WORKING FOR LOCAL #712	3-18-80	FIRED REFUSES TO WORK
3-22-80	B&W CO. BRILLIANT, OHIO	3-27-80	FIRED FAIL TEST
5-27-80	B&W CO. BRILLIANT, OHIO	6-5-80	FIRED FAIL TEST
8-8-80	HIS WIFE CALL FOR WORK FOR FRENCHIE		
7-14-80	B&W CO. KAMMER PLANT #667	8-14-80	R.F.
[illegible]-80	REFUSED - [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		
Soc. Sec.	234-52-9588		

Name

Classification

Telephone

Started Work	Contracter and Place	Date Finished	Accepted
12-21-80	B&W Co (REFUSED - HUFF) - Not enough Over Time		
1-17-80	(REFUSED - ClearField) - only 40 Hrs - To FAR McCROSSON Co		
2-6-81	TOLD FRED HE WILL GO ANYWHERE TO		
WORK			
2-11-81	CALL FOR CARP. RIGGING IN OIL CITY		
REFUSED	- CAN'T STAY AWAY FROM HOME ON 40 HR.		
2-17-81	WENT TO WEIRTON, W.VA JOB., LOOKING FOR WORK		
4-24-81	CALLED FOR WORK NO # 387		
5-18-81	CALL FOR POWER SYSTEM AT 3:40 P.M. NO ANSWER		
6-24-81	CALL AND LOOKING FOR WORK		

Name G[illegible]

Classification 07

Telephone

Started Work	Contractor and Place	Date Finished	Accepted
[illegible]	T&C, Shippingport, PA	12-21-77	FIRE FOR MISSING TIME
[illegible]	[illegible]	[illegible]	FIRE FOR MISSING TIME
[illegible] 77	[illegible]	[illegible]	FIRE REFUSED TO WORK
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	" " [illegible]	10-4-78	[illegible]
OCT 26 1978	Refusing South [illegible]	Keystone [illegible]	
[illegible]	~~[illegible]~~	DEC 08 1978	Comp[illegible]
DEC 10 1978	B & W CONSTRUCTION Stratton, Ohio	DEC 14 1978	[illegible]
FEB 14 1979	[illegible]	FEB [illegible] 1979	[illegible]

Name

Classification

Telephone

Started Work	Contractor and Place	Date Finished	Accepted
FEB 17 1979	B&W Co. Stratton, Ohio		
SEP 10 1979	REFUESE J.A. JONES CO. - BRILLIANT CO.		
SEP 18 1979	" UNION BOILER CO - BRILLIANT CO.		
SEP [illegible] 1979	" SIMAKAS BROS. STUB.		

Name

Classification [illegible]

Telephone

10

Started Work	Contractor and Place	Date Finished	Accepted
12-1-[illegible]	[illegible], Bridgeport, PA	12-21-77	FIRE FOR MISSING TIME
[illegible]	[illegible] Newburgh	5-5-7[illegible]	FIRE FOR MISSING TIME
[illegible]-77	[illegible], " [illegible]	6-16-7[illegible]	FIRED REFUSED TO WORK
9-[illegible]	[illegible] Construction, [illegible]	[illegible]	FIRED REFUSED TO WORK
[illegible]	" " [illegible]	10-4-78	[illegible]
OCT 2 6 1978	REFUSED SOUTH [illegible]	Keystone [illegible]	
10-3-78	~~[illegible]~~	DEC 0 8 1978	[illegible]
DEC 1 0 1978	B & W CONSTRUCTION STRATTON, OHIO	DEC 1 4 1978	[illegible]
FEB 1 4 1979	[illegible]	FEB 1 4 1979	

Name

Classification

Telephone

10

Started Work	Contractor and Place	Date Finished	Accepted
FEB 1 7 1979	F&W CO. STRATTON, OHIO		
SEP 1 0 1979	REFUESE J. A. JONES CO. - BRILLIANT CO		
SEP 1 8 1979	" UNION BOILER CO - BRILLIANT CO.		
SEP 1 8 1979	" SIMAKAS BROS. STUEB.		

N.T.D
Name GOWER, FRENCH
Classification WELDER
Telephone 304 537-3333 [redacted]

Started Work	Contractor and Place	Date Finished	Accepted
9-26-79	WORKING IN N.Y.		
11-20-79	STILL NOT AVILABLE - NO NUMBER		
3-18-80	NO NUMBER		
3-11-80	WORKING FOR LOCAL #712	3-18-80	FIRED REFUSES TO WORK
3-22-80	B&W CO. BRILLIANT, OHIO	3-27-80	FIRED FAIL TEST
5-27-80	B&W CO. BRILLIANT, OHIO	6-5-80	FIRED FAIL TEST
8-8-80	HIS WIFE CALL FOR	WORK FOR F	RENCHIE
7-14-80	B&W CO. KAMMER PLANT #667	8-14-80	R.F.
10-4-80	REFUSED - CLEARFIELD	CAM B&W	CO - NO CAR
10-27-80	Refused work - Clearfield	B&W	Co - No Car
12-3-80	CALLED FOR HUFF REFUSED	TO FAR	
Soc. Sec.	234-52-9588		

Classification

Name

Telephone

Started Work	Contractor and Place	Date Finished	Accepted
12-21-80	(REFUSED - HUFF) B&W Co	- Not enough H	overTime
1-17-80	(REFUSED - CLEARFIELD McCROSSON Co)	- only 40 H	RS. - TO FAR
2-6-81	TOLD FRED HE WILL GO	ANYWHERE TO	
WORK			
2-11-81	CALL FOR CARP. RIGGING	IN OIL CITY	
REFUSED	- CAN'T STAY AWAY	FROM HOME	ON 40 HR.
2-17-81	WENT TO WEIRTON, W.VA	JOB, LOOKING	FOR WORK

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
570 NEW BROTHERHOOD BUILDING
31
PRINTED IN U. S. A.
KANSAS CITY, KANSAS 66101

April 12, 1983

COPY

20-2-C-83

Ms. Esther Pasquarelli
Office Manager
Simakas Brothers Company
Suite 305, McKnight Park Drive
Pittsburgh, Pennsylvania 15237

Dear Ms. Pasquarelli:

I am in receipt of your communication of April 4, 1983, and I regret very much the undesireable experinces you have had with N.T.D. member French Gower.

This individual has somewhat of a reputation for causing problems in various local lodges throughout the country, and your experience with him is not commonplace.

I contacted Mr. Gower by telephone and advised him that the problem he is confronted with is not entirely the responsibility of Simakas Brothers Company, and every effort was being made to bring this situation to a satisfactory conclusion. In the event he should follow through with any of his threats, I suggest you file a civil suit.

With best wishes, I remain

Yours very truly,

DLewis
David L. Lewis
Assistant to International President

DLL:rm
cc: Fred Gualtieri, L-154
opeiu #320

International Brotherhood of
BOILERMAKERS · IRON SHIP BUILDERS **BLACKSMITHS · FORGERS & HELPERS**
WM. EVERETT BOGGESS, BUSINESS MANAGER
GILBERT R. LOVEJOY, SECRETARY-TREASURER

SUBORDINATE LODGE NO. 667
PHONE 342-0815

BOX 6399, STONEWALL STATION
109 PARK DRIVE
CHARLESTON, WEST VIRGINIA 25302

June 7, 1984

Mr. Pete Mulligan
Boilermakers Local 154
1221 Banksville Road
Pittsburgh, Pa 15216

Dear Pete:

This office has researched our files concerning your request for employment data on various individuals. Our research is indicated on the attached list. Stewards reports are enclosed and are identified by letter ("A","B","C",etc.)

Terminations, quits, absenteeism, etc. was high among these individuals and had a negative effect on their potential earnings. If you need additional information we can make it available to you but as you may have noticed by the time it took to compile this information we cannot guarantee a delivery date.

Hoping that this information is of help, I remain

Fraternally yours,

Stephen C. Carpenter

Stephen C Carpenter
Assistant Business Manager
Boilermakers Local 667

SCC:df
opeiu 67
afl-cio clc

NAME	SS#	Contractor	Location	Hire Date	Term Date	Type Of Term	Bench Pd	Earnings
G W Boring	170-36-1092	(A) Foster Wheeler ✓	Willow Island	3-12-79	4-6-79	Layoff	---	$2,427.80
V L Boring	165-30-3132	(A) Foster Wheeler	Willow Island	3-12-79	3-30-79	Fired	15	2,037.40
V L Boring	165-30-3132	(B) B & W	Kammer	3-22-82	3-31-82	Quit	15	811.20
W H Boring	166-34-5788	(A) Foster Wheeler ✓	Willow Island	3-12-79	3-30-79	Fired	15	2,183.80
L. Burchett	401-72-7011	(B) B & W ✓	Kammer	3-22-82	4-28-82	Layoff	---	3,650.40
I. Folkler	163-26-0818	(B) B & W	Kammer	3-22-82	3-26-82	Layoff	---	540.80
C. Geraghty	283-44-4531	(C) Minnotte ✓	Harrison	5-7-81	5-19-81	Layoff	---	1,410.00
F. Gower	234-52-9588	(D) (Called for work on 3-1-77, wife in hospital)						
F. Gower	234-52-9588	(E) Ruhlin ✓	Mitchell	3-7-77	3-10-77	Fired	---	432.00
F. Gower	234-52-9588	(F) Ruhlin ✓	Mitchell	8-15-77	9-30-77	???	---	1,517.40
F. Gower	234-52-9588	(G) Union Boiler ✓	Mitchell	10-31-77	11-8-77	Fired	---	621.50
F. Gower	234-52-9588	(D) (Refused to go to U.B. Mountaineer Power Station 2-13-79)						
F. Gower	234-52-9588	(H) B & W ✓	Mitchell	8-6-79	8-30-79	???	---	1,983.15
F. Gower	234-52-9588	(I) B & W ✓	Beverly	5-21-80	5-23-80	???	---	372.60
F. Gower	234-52-9588	(J) B & W ✓	Kammer	7-14-80	8-14-80	Layoff	---	3,410.85
F. Gower	234-52-9588	(K) J D & E ✓	Mount. Carbon	4-27-81	5-1-81	Layoff	---	623.50
F. Gower	234-52-9588	(L) B & W ✓	Mitchell	5-4-81	5-15-81	Layoff	---	1,160.00
F. Gower	234-52-9588	(M) Sauer ✓	Rivesville	6-26-81	7-10-81	Layoff	---	3,520.25
F. Gower	234-52-9588	(N) Sauer ✓	PPG	7-13-81	8-13-81	Layoff	---	1,928.25
F. Gower	234-52-9588	(O) B & W ✓	Kammer	9-21-81	1--2-81	Quit	15	1,252.75
F. Gower	234-52-9588	(P) Foster Wheeler ✓	Berger	4-17-81	5-2-82	Layoff	---	3,609.63
F. Gower	234-52-9588	(D) (Refused to go to B&W Kammer 9-7-82)						
R. Hillard	083-50-9376	(Q) B & W	Kammer	10-3-81	10-3-81	No Show	15	---------
D. Hixon	162-44-9806	(O) B & W ✓	Kammer	9-19-81	9-30-81	Quit	15	1,083.12
H. Hixon	197-38-4976	(O) B & W ✓	Kammer	9-21-81	9-30-81	Quit	15	1,083.12
R. Hixon	183-40-5053	(O) B & W ✓	Kammer	9-21-81	9-30-81	Layoff	---	1,120.00
L. John	221-28-9164	(R) B & W	Kammer	9-22-81	10-8-81	Fired	15	360.00
T. Jones	233-94-5211	(S) Randolph Eng ✓	Mobay	3-26-80	7-24-80	Layoff	---	8,609.64
T. Jones	233-94-5211	(T) Catalytic	Cabot Gas	4-26-82	5-5-82	Layoff	---	956.34
J. McCleary	202-30-1910	(B) B & W ✓	Kammer	3-27-82	3-30-82	Fired	15	540.80
J. M. Mathis	261-62-4629	(U) Minnotte ✓	Harrison	9-28-81	10-15-81	Layoff	---	2,885.50
H. Miller	198-20-4967	(B) B & W ✓	Kammer	3-22-82	3-31-82	Quit	15	676.00
J. Roberts	215-60-4974	(C) Minnotte	Harrison	5-7-82	5-19-82	Layoff	---	1,410.00
F. VanVoorhis	165-28-5715	(L) B & W ✓	Mitchell	4-17-81	5-22-81	Layoff	---	2,204.00
F. VanVoorhis	165-28-5715	(V) B & W ✓	Kammer	6-8-81	7-16-81	Fired	15	3,180.00
F. VanVoorhis	165-28-5715	(W) T & B	Ft Martin	8-3-81	12-31-81	Layoff	---	9,903.75
F. VanVoorhis	165-28-5715	(X) B & W	Kammer	3-22-82	4-26-82	Layoff	---	3,063.60
F. VanVoorhis	165-28-5715	(Y) Minnotte	Ft. Martin	4-29-83	5-9-83	Layoff	---	2,100.80

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST

CHARLES G. WOELFER, CHAIRMAN
NOOTER CORPORATION
1400 SOUTH THIRD STREET
ST. LOUIS, MO. 63166

DAVID L. LEWIS, SECRETARY
570 NEW BROTHERHOOD BUILDING
KANSAS CITY, KANSAS

T. LUSK WANDS, ADMINISTRATOR
RM. 522 BROTHERHOOD BUILDING
KANSAS CITY, KANSAS 66101

March 21, 1980

Mr. Lawler
Asst. Bus. Mgr. L-#154
1221 Banksville Road
Pittsburgh, PA 15216

RE: F.E. Gower
SS# 234-52-9588

Dear Mr. Lawler:

We have been requested by Mr. David L. Lewis, Assistant to the International President, to send you the attached listing of hours worked by employer for Mr. F.E. Gower, SS# 234-52-9588, for the past five years.

Please let us know if we can be of any further assistance.

Very truly yours,

Helen Schafer

Helen Schafer
Assistant Administrator

HS:tm
opeiu #320
Enc.
cc: David L. Lewis, Asst. to Int'l. Pres.

F.E. Gower, SS# 234-52-9588

1975 Plan Year

Work Month	Hours	Employer	Local
10-74	64.00	Pittsburgh-Des Moines	193
11-74	56.00	Pittsburgh-Des Moines	744
11-74	64.00	Pittsburgh-Des Moines	193
12-74	8.00	Pittsburgh-Des Moines	744
12-74/3-75	848.00	Furnco Constr.	154
3 & 4-75	152.50	Schneider Company	154
4 & 5-75	70.00	Foster Wheeler	667
4-75	32.00	Union Boiler	667
5-9/75	530.00	Babcock & Wilcox	154
5-6/75	52.50	Simakas Brothers	154
8-9/75	27.00	Simakas Brothers	154
	1,904.00		

1976 Plan Year

Work Month	Hours	Employer	Local
10-75/3-76	724.00	Babcock & Wilcox	154
3-5/76	309.00	Eichleay Corp.	154
6 & 7-76	272.00	Koppers	154
7-76	24.00	Babcock & Wilcox	105
8 & 9-76	201.00	General Dynamics	154
7-9/76	282.75	Frank Hake	154
	1,812.75		

1977 Plan Year

Work Month	Hours	Employer	Local
10-76	-0-		
11-12/76	260.00	General Dynamics	154
12-76	59.75	Frank Hake	154
1-8/77	1,035.50	Babcock & Wilcox	154
3-77	40.00	John Ruhlin	667
5-77	20.00	Eichleay Corp.	154
8-9/77	113.00	John Ruhlin	667
8-77	42.00	Simakas Brothers	154
	1,570.25		

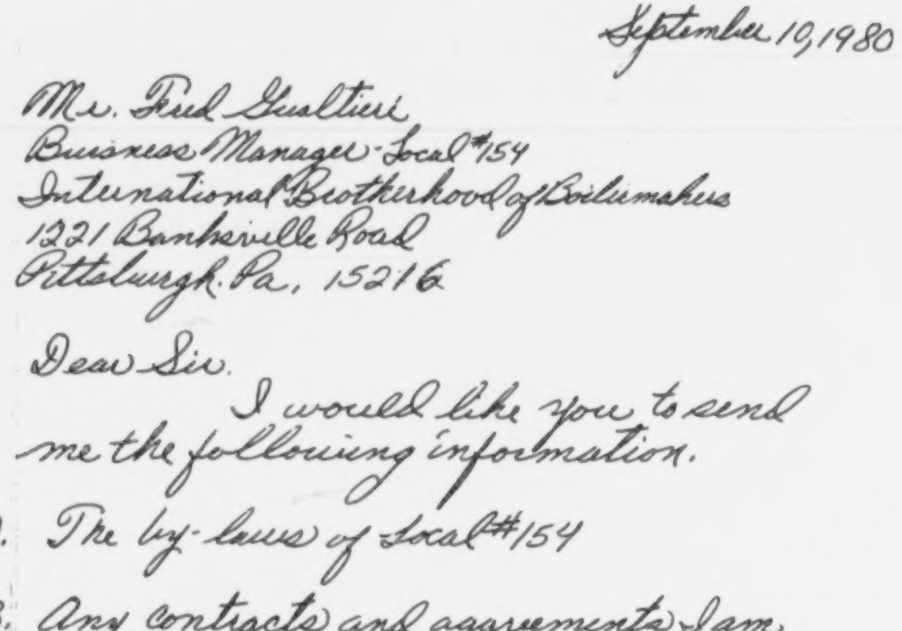
F.E. Gower (Continued)

1978 Plan Year

Work Month	Hours	Employer	Local
10-77	21.00	John Ruhlin	667
10-77	10.00	Pittsburgh-Des Moines	154
10-77	152.00	Babcock & Wilcox	154
11-77	51.00	Union Boiler	667
11-12/77	164.00	Simakas Brothers	154
12-77	8.00	Townsend & Bottom	154
12-77/1-78	64.00	Schneider Company	154
4-6/78	668.00	Foster Wheeler	154
5-78	90.00	Babcock & Wilcox	154
9-78	102.00	Babcock & Wilcox	154
	1,330.00		

1979 Plan Year

Work Month	Hours	Employer	Local
10-11/78	32.00	Simakas Brothers	154
10-78/1-79	356.00	Babcock & Wilcox	154
1-79	54.50	Babcock & Wilcox	744
2-4/79	418.00	Babcock & Wilcox	154
2-79	4.00	Eichleay Corp.	154
4-79	27.00	Simakas Brothers	154
5-79	-0-		
6-79	4.50	Ebasco Services	101
7 & 8-79	59.50	Babcock & Wilcox	744
7 & 8-79	38.00	Michigan Boiler	169
8 & 9-79	149.00	Babcock & Wilcox	667
9-79	52.50	Union Boiler	7
	1,195.00		



September 19, 1980

Mr. Fred Gualtieri
Business Manager-Local #154
International Brotherhood of Boilermakers
1221 Banksville Road
Pittsburgh. Pa., 15216

Dear Sir.

I would like you to send me the following information.

A. The by-laws of Local #154

B. Any contracts and aggreements I am exspected to work under in this area.

C. My number on the out of work list

D. The names of the 50 men ahead of me and the 50 names behind me on the out of work list

E. A set of Griviance Papers

F. My name should be on the list as the Stewart should have called my name in, when I was terminated at Brilliant

Ohio for what ever reasons on June 5, 1980. In the event my trust in the stewart was broken and he failed to call in the lay off. I would like you to see to it my name goes back on the list so I can be referred in the proper manner

G. Could you also include me on your mailing list so I can be informed of what is going on in this area and so I can keep abreast of the ever changing rules and regulations governing my work.

Yours truly

Box 12 Walker Manor
Collins, W.Va 26035

Phone # (304) 527-3333

BWCC 60001 1

Employment / Termination Record

Babcock & Wilcox
B & W Construction Company

☐ [illegible]
☐ [illegible]

FULL NAME First FRENCH Middle E Last GOWER Social Security Number 234-52-9588 Date of Job Entry 3-22-80

PERMANENT HOME ADDRESS Box 12 WALKER MANOR Cilliers (304) 527-3333 Time 8:00 [✓ AM]

PRESENT ADDRESS PHA W. Va ( ) Craft Class Bm Wage Rate 12.83

IN CASE OF ACCIDENT NOTIFY Name WIFE PHA ( ) ☑ M ☐ F U.S. Citizen ☑ Yes ☐ No ☑ Married ☐ Single

PREVIOUS EMPLOYER Sargent Electric Shippingport Dates Employed From To Date of Birth 8-30-34 5'7" 160

CHECK TYPES OF CONSTRUCTION WORK ON WHICH EMPLOYEE IS EXPERIENCED AND QUALIFIED

☑ Welding Pressure
☑ Welding (Non Pressure)
☐ Rigging
☐ High Work
☐ Handling Construction Material
☐ Fitting of B&W Casings
☑ Handling & Setting Plant Equipment
☐ Setting & Aligning Equipment
☐ Pipefitting
☐ Metal Work
☐ Steel Erection
☐ Equipment Operation
☐ Laborer
☐ Other

List any physical disability, disease, or medical restrictions which prevent employee from performing any phase of craft work None

The employee accepts full responsibility for any pre-existing disability or restrictions not listed above. These terms of employment were agreed upon at the job site. Workmens Compensation Act of this state shall apply.

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE RECEIVING FROM THE COMPANY THE SAFETY ITEMS (✓) CHECKED BELOW

☒ Safety Hard Hat ☐ Safety Belt w Lanyard ☐ Gloves ☒ Eye Protection ☐ B&W Safety Manual ☐ Copy of Job Site Safety & Work Rules & Regulations ☐ Other

I HEREBY AGREE I SHALL USE THE SAFETY EQUIPMENT CHECKED ABOVE AND ANY SAFETY EQUIPMENT ISSUED HEREAFTER AT ALL TIMES AND BE GOVERNED BY ALL SAFETY AND WORK RULES WRITTEN INCLUDING THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT AND INCLUDING VERBAL INSTRUCTIONS GIVEN TO ME BY THE FOREMAN AND/OR SUPERINTENDENT. VIOLATIONS OF ANY RULE WILL SUBJECT ME TO DISCIPLINARY ACTION.

Employee's Signature (press firmly) French E. Gower Hired by Superintendent James E. Green Jr.

REASON FOR TERMINATION

☐ (T1) Job Complete
☐ (T2) Reduction in Force
☐ (T3) Quit (explain fully)
☒ (T4) Discharged (explain fully)
☐ (T5) Job Injury

☐ Pressure Welder ☐ Non-Pressure Welder Craft Class Bm Wage Rate 12.83 Last Worked Date 3-27-80 Time 1:30 AM [✓ PM]

FAILED WELDING TEST But drug up on his own!

Superintendent's Rating	Above Normal	Normal	Below Normal	Not Sat
Quantity of Work	☐	☐	☑	☐
Quality of Work	☐	☐	☑	☐
Cooperation with Others	☐	☐	☑	☐
Attendance	☐	☐	☑	☐
Potential	☐	☐	☑	☐

Other Comments

This Termination Notice Issued On 3-27-80 Superintendent's Signature James E. Green Jr.

Tool Chk No 493
Local No 15
Project No C1
Exempt Code FIT M-0
State WV

Tax Codes
State
County
City
School
Other

OTHER ADDITIONS Justification

DEDUCTIONS Justification

Pay Acct No 913 060900 Comment Cardinal Operating Co Brilliant Oh.

ORIGINAL

Dec. 30, 1981

Att;

Mr. Fred Gaultieri,

I would like a return list of the fifty names in front of me, and the fifty names behind me on the out-of-work list, so I know that I'm not being discriminated against. What number am I on the "out of work list" at this said date and time?

Thank You
Mr. French E. [illegible]
Box 12 Walker Manor
Colliers, W.Va. 26035
304-527-4419

Happy New Year to you

FACTURERS ASSOCIATION
ERS ASSOCIATION
NTRACTORS

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS • IRON SHIP BUILDERS
BLACKSMITHS • FORGERS & HELPERS

NATIONAL JOINT RULES AND STANDARDS COMMITTEE
NEW BROTHERHOOD BUILDING KANSAS CITY, KANSAS 66101
(913) 371-2640

CHARLES W. JONES
Int'l Bro. of Boilermakers
Ocean Office Plaza, Suite 7
300 Third St.
Neptune Beach, Florida 32233
904-246-6294

D. L. LEWIS
Int'l Bro. of Boilermakers
New Brotherhood Building
Kansas City, Kansas 66101
913-371-2640

J. C. MEREDITH
Secretary
Int'l Bro. of Boilermakers
New Brotherhood Building
Kansas City, Kansas 66101
913-371-2640

December 28,1981

Cir. Ltr. #73-4-81
File: 24-88-3(e)-L-45

To: All Business Managers in the U. S.

Gentlemen and Brothers:

Please be advised, applicant French E. Gower, SSN 234-52-9588, is serving a 90 day penalty under our Exclusive Referral Rules, because of activity having the effect of curtailing the work and otherwise disrupting the job. The violation occurred in the jurisdiction of Local Lodge #45, Richmond, Virginia.

As you are aware, under the Rules, some of the penalties are to apply nationwide. The applicant, French E. Gower, shall not be referred from any Boilermaker out-of-work list until after March 11,1982.

Thanking you for your cooperation, I remain

Sincerely,

National Joint Rules & Standards Committee

By Joseph C. Meredith
Joseph C. Meredith

JCM:rb
cc: Nat'l. Jt. Rules & Stds. Comm.
Harold J. Buoy, IP
Int'l. Vice-Presidents
Int'l. Reps., Const. Div.
Int'l. Reps., N.T.D.
opeiu #320

[illegible]
. W.M.
ar, W VA
26035

CLA ECK
133 44

[illegible] OLD

DATE

2
1ST NOTICE

2ND NOTICE

RETURN

Detached [illegible]
PS Form [illegible]9-A
Oct. 1960

234 015 633

RECEIVED
JAN 11 1982

WEIRTON
JAN-8'82
U.S. POSTAGE
1.55

55

Mr Fred Gaultieri
International Brotherhood Boilermaker
Local 154th
1221 Banksville Rd
Pitts, Pa
15216

RETURN RECEIPT
REQUESTED

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Local Union No. 712

217 Sassafras Lane
Beaver, Pennsylvania 15009
775-0969 654-4200 347-2313 337-0475

June 8, 1982

Mr. Fred Gualtieri, Business Manager
Local Union 154 - Boilermakers
1221 Banksville Road
Pittsburgh, PA 15216

RE: French E. Gower - SS#234-52-9588

Dear Mr. Gualtieri:

Pursuant to your request by phone to our office concerning the work record of the above-mentioned individual, please be advised of the following:

Mr. Gower, Box 12, Walker Manor, Colliers, WV, 260235 was first referred from the referral hall of L.U. 712 on 11/5/79 to Sargent Electric Co. at the Beaver Valley Power Station, Unit No. 1. In 1979 he worked a total of 391 hours.

On February 11, 1980 he was terminated from Beaver Valley Power Station, Unit #1, and was rehired on March 11, 1980 where he remained until March 18, 1980 when he was fired for refusing to go to work by his Foreman, Richard Doblanski.

Mr. Gower was referred through the referral hall of Local Union 712 as a welder, and his job at the Beaver Valley Power Station was working in the fabricating shop; making brackets and related equipment for the electrical installation. During the time he was assigned to the weld shop, he was not, in fact, doing any work in the field to our knowledge.

When work in the weld shop was slowing down Mr. Gower was offered the opportunity to work in the field on lighting, piping, etc.; all work connected with the electrical portion of the job, which according to his termination slip, he refused, and therefore was terminated.

Without investigating any further, and relying on the records that we have available, I hope the information contained herein is useful to you. If you feel any further information is necessary please feel free to contact us.

Best wishes.

Fraternally,

Edwin D. Hill,
Business Manager

EDH/sls

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
[illegible] NEW BROTHERHOOD BUILDING
PRINTED IN U.S.A.
KANSAS CITY, KANSAS 66101

October 22, 1979

David L. Lewis
Director N.T.D. Unit
570 New Brotherhood Building
Kansas City, Kansas 66101

C
O
P
Y

Re: French Gower
Soc. Sec. #234-52-9588

Unsatisfactory Work Performance
Also Created Work Stoppage
at Ashland Oil - Tonawanda, N. Y.

Dear Sir and Brother:

As you requested, on October 15, 1979, Brother John Jarzynski, Business Manager of Local 7, and I, investigated the incident that occurred at Ashland Oil in Tonawanda, N. Y. involving Brother French Gower. Brother Gower was terminated at 12:00 P.M. and at 12:30 A.M. he refused to accept his check and termination slip. At approximately 12:00 P.M., Mr. Gower managed to gather approximately 30 - 35 Boilermakers together in the Boilermakers change shanty and thereby caused an unnecessary work stoppage for about one and one-half hours. Mr. Gower stated the job was unsafe and the men should not go back to work. Approximately 60 to 70 Boilermakers had gone back to work.

Mr. John Jarzynski was called at his home about 12:30 P.M. to come down to the job site and try to get the men to go back to work. I was told by Brother Jarzynski that he had told Mr. Gower that if there was a problem, it should be handled through the grievance procedure and if it was a problem in safety, he was there to handle it and the men should go back to work.

Mr. Russell Adams, Project Manager on the job for Union Boiler, informed Brother Jarzynski and I that Mr. Gower had been warned 3 or 4 times in the past week that his work performance was unsatisfactory and that if he did not improve his work performance he would be terminated.

I talked with most of the Boilermakers on the day shift and the night shift and they informed me that there was no problem as far as safety with Union Boiler. If a problem involving safety occurs, Union Boiler would do their best to correct it immediately..

COPY

Following is a list of the Boilermakers who were in the change shanty with Mr. Gower. In my opinion, they were ignorant of the fact that Brother Gower was being terminated.

Charles Kent
Art Byers, Reg. #1320260
Robert Ferguson, Reg. #5171967
Randy Byers
Glenn Anderson Reg. #1769894
Wayne Young, Reg. #1769893
Charlie Gerner, Reg. #1712664
Edward Kedzierski - Pipefitter
Don Johnston, Reg. #1912757
Ed Urcho (Loc. 906)
William Bell (Loc. 906)
Joe O'Shea
Kevin Brown
Don Ackley
Bill Deacon
Ray Weishaar

The following people were working the same area with Brother Gower. I talked to all of these people and they all told me that there was no problem with safety.

John Chabola, Reg. #1918666
Peter Scarlata, Reg. #1931313
Gary Sheer
Mike Stitt

After trying for several days to reach Brother Gower, I was finally successful on Monday, October 22, at approximately 11:30 A.M. I told him I was investigating the incident at Union Boiler and wanted to hear his side of the story. He told me that he had refused to go to work because there was no light and it was unsafe. He said he was going to get in touch with OSHA and go back to the job and put up a one man picket line. I tried to continue the conversation with Brother Gower and asked him the reason for his termination and he hung up on me.

At the present time, I believe Brother John Jarzynski is going to prefer charges against Mr. Gower.

Enclosed is a letter that Chester A. Bills, Superintendent of Union Boiler Company sent to Roger Magaw of Union Boiler, which is self-explanatory.

Trusting this meets with your approval.

Fraternally yours,

George J. Santos
International Representative

GJS:hl

ccs: Henry Nacey, IVP
John Jarzynski, BM L-7

October 9, 1979

Union Boiler Company
P.O. Box 425
Nitro, West Virginia 25143

Attn: Roger Magaw

Dear Sir:

At approximately 11:30 PM, the boilermaker Supt., George Adams came to me and stated that the foreman Pat and general foreman John Jarzynski was going to terminate a boilermaker for unsatisfactory work performance. I said to go ahead. His name is French Gower (234-53-9588).

At 12:30 AM, the general foreman came to my office with the stewart and informed me that Mr. Gower refused to accept his check and termination slip. I then went to the boilermakers Change Room where Mr. Gower was with approximately 35 to 40 other boilermakers whc refused to go to work, and I told Mr. Gower that he was free to do whatever he felt he should but that his time was stopped at 12:00 PM. He still refused to accept his check and became very belligerent and abusive with his talk and threatened what he would do and that he did not have to accept his check.

He then tried to force me to leave the trailer and I informed him that I could go anyplace that I wanted to on the project. He then took his checks and tore them in two pieces. I informed him that I would send his checks to him by registered mail.

The general foreman then called the boilermakers business agent, John Jarzynski and when he arrived on the job site we went to the change trailer accompanied by the boilermaker general foreman, the boilermaker foreman and the boilermaker stewart. Mr. Jarzynski instructed the men to return to work and some left the trailer and more started to leave when Mr. Gower told them to sit down and not leave.

Mr. Jarzynski explained to the men how they should handle complaints and again instructed them to return to work. Again Mr. Gower told them to stay in the trailer. Mr. Jarzynski then went out of the trailer and I asked him to try again and he talked to the men one more time. All the men returned to work except a Mr. Charles Kent, (301-40-0294). I then had checks made out for both men and they were informed that they were terminated.

Mr. Jarzynski, the foreman, the boilermaker stewart and myself went up to the work area and looked it over. The rest of the men seemed to be satisfied with the lights and ventilation and were continuing to work. I assured Mr. Jarzynski that Union Boiler would do whatever was required to make a safe and as clean as possible a place to work.

I called Mr. Russ Adams the project manager to the job site. We decided to have the checks ready for the two men and if they wanted to leave they could or they could wait until quitting time.

At quitting time the two men were given their regular weekly checks, but both refused their final check and termination slip. Mr. Gower again was very abusive and stated he would place pickets on the job.

Sincerely,

Chester A. Bills

Chester A. Bills
Supt., Union Boiler Co.

Robert Mushinsky
Boilermakers Steward
Simakas Brothers Co.
Stratton, OH 43961

December 18, 1977

Mr. Fred Gualtieri
Business Agent
Boilermakers Local 154
610 House Building
Pittsburgh, PA 15222

Re: French E. Gower
S.S. #234-52-9588

Dear Mr. Gualtieri:

The above man was hired on November 15, 1977, by Simakas Brothers Co. at the Sammis Plant in Stratton, Ohio. The job went on 7 days a week, 10 hours a day on November 12, 1977. During the period of his employment, Mr. Gower was absent on the following days:

11-17-77
11-19-77
11-20-77
11-21-77
11-22-77
11-23-77
11-25-77
11-26-77
11-27-77
12-05-77
12-07-77
12-09-77
12-15-77

Mr. Gower came on the job at noon on December 15, 1977, the day after payday, and gave the General Foreman his paycheck which he had voided. The General Foreman told Gower to "go to work, you have a job here." Also, "wait for the steward, I'll call him on the Page." The General Foreman did call the steward but by the time I reached the office, Gower had left the job. He did not wait for the steward and he did not report for work.

On December 16, 1977, Gower came to work and in a meeting with the Superintendent, General Foreman and steward, he openly admitted that he "quit." I told him I was going to Pittsburgh later that day and if he would meet me at the Union Hall at 2 PM, we would talk to the Business Agent and straighten the matter out.

We did meet with the Business Agent and Gower was told to report to work for Townsend And Bottum at the Bruce Mansfield Job on Monday at 8 AM. Gower then thanked the Business Agent and left the office.

Saturday morning Gower called the job and asked for the steward of the job. He told the timekeeper that the steward had his phone number, which I, the steward, do not have. I called the number that he wrote on his employment card and the operator said its been changed to an unlisted number.

Before I left the office, Gower called me on the phone a second time. He told me he received a phone call at 4 AM Saturday morning and the party told him: "If I lose my job on account of you - - - your dead." I told Gower that it was probably someone he knows playing a joke on him and that none of the men on the job knew his number since it was unlisted. But he insisted that someone on this job called.

On Sunday, December 18, 1977, Gower called me on the job again and said he wants to file charges against Simakas Brothers and Local 154 for discrimination since he isn't a member of Local 154. I told Gower that our monthly union meeting would be held tomorrow and that if he would be there we could get this ironed out. His answer was: "I will have a picket line up at your job tomorrow morning!" Again I told him to be at the Union Hall tomorrow.

These are the facts surrounding this matter. I trust this presents a clear picture of what took place.

Yours very truly,

Robert Mushinsky
Steward, Local 154

Babcock & Wilcox

B&W Construction Company

Copley, Ohio 44321
Telephone: (216) 666-8841

May 28, 1982

Mr. Fred Gualtieri
Business Manager
Boilermakers Local No. 154
1221 Banksville Road
Pittsburgh, Pa.

Dear Fred:

As per your request,Mr. Frenchie Gauer boilermaker and certified welder was hired at Cardinal Power Station on March 22, 1980. He hired in as a certified welder, this meant he would have to take a certified weld test in order for him to weld on pressure parts involved with the outage. Upon completion of his test coupon it was then x-rayed. Upon x-raying his test came back as rejected. He was then laid-off for failing his weld test on 3-27-80. He again was sent out from the union hall as a certified welder to retake the welders test on May 27, 1980. His test coupon was again rejected by the X-Ray tech. Again he was laid-off for failing his weld test on June 5, 1980.

The only reason this man was terminated from the Cardinal project was due to his failing to pass a certified welders test and for no other reason. I am sure this man may be an excellent welder but as every welder knows there are times that even a excellent certified welder comes on a job and fails his test. I am sure Mr. Gauer was not the only welder that failed his test on this job.

If any other information is needed regarding this matter, please feel free to contact me.

Very truly yours,

James E. Green, Jr
Superintendent

cc- E. Nicholas
File

BWCC 60001 1

Employment / Termination Record

Babcock & Wilcox
B & W Construction Company

☐ Re-hire — Cleared ☐ Effective Date

☑ Previously employed by B&W this year

FULL NAME (First) FRENCH (Middle) E. (Last) GOWER — Social Security Number 234-52-9588

Hired At Job Site — Date 5 - 27 - 80 — Time 5:00 AM [✓ PM]

PERMANENT HOME ADDRESS BOX 12 WALKER MANOR, COLLIERS, WV — (304) 527-3333

PRESENT ADDRESS ( )

Craft/Class BM — Wage Rate 13.08

IN CASE OF ACCIDENT NOTIFY: Name MARGARET — Relation WIFE — City State PHA — ( )

Sex ☑ M ☐ F — US Citizen ☑ Yes ☐ No — ☑ Married ☐ Single

PREVIOUS EMPLOYER Name of Company REPAIR — City State — Superintendent — Dates Employed From To

Date of Birth 8 - 30 - 34 — Height 5' 7½ — Weight 168

CHECK TYPES OF CONSTRUCTION WORK ON WHICH EMPLOYEE IS EXPERIENCED AND QUALIFIED

☑ Welding (Pressure) ☐ Welding (Non-Pressure) ☐ Rigging ☐ High Work ☐ Handling Construction Material ☐ Interpret B&W Drawings ☐ Handling & Setting Plant Equipment ☐ Setting & Aligning Equipment ☐ Pipefitting ☐ Metal Work ☐ Steel Erection ☐ Equipment Operations ☐ Laborer ☐ Other

List any physical disability, disease or medical restrictions which prevent employee from performing any phase of craft work NONE. The employee accepts full responsibility for any pre-existing disability or restrictions not listed above. These terms of employment were agreed upon at this job site. Workmens' Compensation Act of this state shall apply.

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE RECEIVING FROM THE COMPANY THE SAFETY ITEMS (✓) CHECKED BELOW

☑ Safety Hard Hat ☐ Safety Belt & Lanyard ☐ Gloves ☑ Eye Protection ☐ B&W Safety Manual ☐ Copy of Job Site Safety & Work Rules & Regulations ☐ Other

I HEREBY AGREE I SHALL USE THE SAFETY EQUIPMENT CHECKED ABOVE AND ANY SAFETY EQUIPMENT ISSUED HEREAFTER AT ALL TIMES AND BE GOVERNED BY ALL SAFETY AND WORK RULES WRITTEN INCLUDING THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT AND INCLUDING VERBAL INSTRUCTIONS GIVEN TO ME BY THE FOREMAN AND/OR SUPERINTENDENT. VIOLATIONS OF ANY RULE WILL SUBJECT ME TO DISCIPLINARY ACTION.

Employee's Signature (press firmly) X — Hired by Superintendent X

REASON FOR TERMINATION

☒ Pressure Welder ☐ Non-Pressure Welder — Craft/Class BM — Wage Rate $14.13 — Last Worked Date 6 - 5 - 80 Time 2:00 AM PM

☐ (T1) Job Complete
☐ (T2) Reduction in Force
☐ (T3) Quit (explain fully)
☒ (T4) Discharged (explain fully) Failed to pass welding test
☐ (T5) Job Injury (indicate nature and date of injury)

Superintendent's Rating	Above Normal	Normal	Below Normal	Not Sat
Quantity of Work	☐	☑	☐	☐
Quality of Work	☐	☑	☐	☐
Cooperation with Others	☐	☑	☐	☐
Attendance	☐	☑	☐	☐
Potential	☐	☑	☐	☐

Other:
Comments:

This Termination Notice Issued On 6 . 5 . 80 — Superintendent's Signature

Tool Chk No 565
Local No 154
Project No C-1
Exempt Code FIT M-2
State M-2

Tax Codes
State
County
City
School
Other

OTHER ADDITIONS — Identification

DEDUCTIONS — Identification

No. 973-072400 — Customer & Name Cardinal Operating Co. Brilliant, Ohio

ORIGINAL

FW

FOSTER WHEELER ENERGY CORPORATION
110 SOUTH ORANGE AVENUE
Livingston, New Jersey 07039

JOHN V. MANNION
VICE PRESIDENT
PERSONNEL AND
INDUSTRIAL RELATIONS

February 20, 1981

Mr. French Gower
Box 12
Walker Manor
Colliers, West Virginia 26035

Dear Mr. Gower:

This is further to your recent telephone call to the writer.

Your inquiry has been referred to the Foster Wheeler Energy Corporation Superintendent at the Weirton Steel Project because all construction labor-management matters are handled on an on-site basis.

You may rest assured that Foster Wheeler Energy Corporation will not discriminate against you or any other craft employee, and you will be treated the same as anyone else under applicable collective bargaining agreements and basic law.

Very truly yours,

John V Mannion
John V. Mannion

cc: ~~Mr. Jack R. McGill~~
Mr. O. C. Zinglersen

International Brotherhood of *Local 154*
BOILERMAKERS · IRON SHIP BUILDERS BLACKSMITHS · FORGERS & HELPERS

TELEPHONE AREA CODE 412
343-3072

1221 BANKSVILLE ROAD
PITTSBURGH, PENNSYLVANIA 15216

February 18, 1981

Mr. David L. Lewis, Director,
National Transient Division
International Brotherhood of Boilermakers
570 New Brotherhood Building
Kansas City, Kansas 66101

Dear Sir and Brother:

Please be advised, applicant French Gower, Social Security number 234-52-0588, an N.T.D. member, has been on our out-of-work list at numerous times.

Following is a list of jobs to which he was referred:

1. December 21, 1980 — Babcock & Wilcox Company, Huff, Pennsylvania. Refused same, due to job not working overtime.

2. January 17, 1981 — McCrossin Company, Clearfield, Pennsylvania. Refused same, due to job not working overtime and job was too far.

3. February 11, 1981 — Carpenter Rigging Company, Oil City, Pennsylvania. Refused same due to job not working overtime and job was too far.

On February 6, 1981, Mr. Gower informed this office that he was willing to travel to any job site within the jurisdiction of Local 154.

On February 17, 1981, Mr. Gower and his wife went to a job site in Weirton, West Virginia and asked the Foreman and Steward as to how many Boilermakers were on the job and asked for a list of all Boilermakers working on the job site, then went directly to the Contractor for a job, instead of being referred from our Hiring Hall.

I am enclosing a copy of Mr. Gower's work record, for your information.

Trusting this information will be of assistance to you and with best wishes, I remain,

Fraternally yours,
BOILERMAKERS LODGE NO. 154

Fred Gualtieri

Fred Gualtieri, Business Manager

FG:rk
opeiu-33
enc.

May 28, 1974

Mr. David L. Lewis, Director NTM Unit
International Brotherhood of Boilermakers
385 New Brotherhood Building
Kansas City, Kansas 66101

Dear Sir and Brother:

In continuance to our telephone conversation of recent date, relative to F. E. Gower, NTM member, please be advised as follows.

This member came into my office on Wednesday, May 15, 1974 and stated that he was being discriminated against on the Babcock & Wilcox Company job at Stratton, Ohio. He stated that he was going to file a grievance with the International.

Two of my assistants, Bo Chambers and Joe Garritan were present in the office at the time. Bo asked to see his Boilermaker's card and he refused to produce it, becoming very belligerent with Bo. Joe Garritan told Mr. Gower to stop making an issue and proceeded to escort him to the door. Gower became indignant with Joe and I informed him that this was a business office and would be conducted as such.

I sent him to the Foster Wheeler job at Homer City, the following day. Then on May 22, 1974, I was informed that he had been fired for unsatisfactory work and not being in his working area. Enclosed is a Removal Notice from Foster Wheeler and a letter from this company which is self explanatory.

Also find enclosed a transcript from the Babcock and Wilcox job at Stratton, Ohio.

I hope that we can do something about this individual because he has done nothing but harass me and this office, since this incident started. This man has been working out of this Local, off and on, for a period of six years and has expressed nothing but bitterness towards Local 154.

With best wishes, I remain,

Fraternally yours,
BOILERMAKERS LODGE NO. 154

F. G. Gualtieri, Business Manager
FGG:rk opeiu-33 enc.
cc: Geo. Santos, I.R. NTM

COPY

Dear Dave

This letter is in regard to ~~any~~ an NTM member by the name of F.E. Gower.

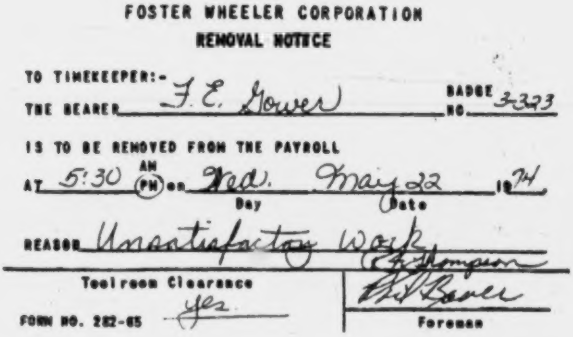
This is the same subject ~~we~~ I had talk to you about, a few days ago.

This member came into my office on Wed May 15, 1974, and stated that he was being discriminated against on the B&W Job in Stratton, Ohio. He told me that he was going to file a grievance with the International, At this time Bo Chambers had ask to see his B.M. card, The man became very beligerent toward Bo, and started to argue. Joe Garritan step in between them and Told Mr. Gower to stop making an issue and proceeded to escort him to the door. The man became indegnat with Joe. I then step between Joe and him and stated to Mr Gower; "We Don't run our office in this manner, this is a business office not a saloon. He then asked me if he could sign the out of work list. I said he could.

Bo or Joe told me that his name was on file. I sent him to the Homer City Job the following day [redacted], Then I was informed on May 22, that he had been fired for unsatisfactory work, and not being in his working area. A letter from this job will follow.

Enclosed ~~[redacted]~~ is a Removal notice from

the Foster Wheeler corp and the transcript from the B&W Job at Stratton. I hope we can do something about this individual because he has done nothing but harass me and the office since this incident started. An extra added note is that this man has been working out of this local off and on for a period of [redacted] 6 years and has expressed nothing but bitterness toward Local 154.



FOSTER WHEELER CORPORATION

REMOVAL NOTICE

TO TIMEKEEPER:-

THE BEARER F. E. Gower BADGE NO. 3323

IS TO BE REMOVED FROM THE PAYROLL

AT 5:30 AM [✓ PM] ON Wed. May 22 1974
Day Date

REASON Unsatisfactory work

Thompson

Toolroom Clearance yes

Bower
Foreman

FORM NO. 282-65

-Two-

French E. Gower N.T.M. Drug up Details in Report

Friday May 10. —— Starting Time Conversation Sat 2 A.m Ron Perkins Called me Down in The Hole At Lower section of Economisers Tubes Next To The Air Heaters He Said French want To Talk To you.

Conversation Beteen French And My Self. Ron Perkins Ast forman Present During Entire Conversation

Me - Whats on your mind French
French - Iam Dragging up, Thats what You Tell That ____em Herd I want my check and I want it To night. Tell Him I Dragging up for unfair Labor Practices.
Me - What Happened maby I can straighten it out.
French - You Cant Do Anything About This, Herd is Giving me orders and Ridding my back.
Me - If Thats The case, Your Right, Herd is Not Suposed To Ride Any Body.
French - He's Been Hanging in That Hole up Giving me orders and Ridding my back, I cant make a move with out Him saying Something.
Me - Yah I Saw Him Half way in The Hole.
French - I'll Tell you Something else its been Like This all Day, And sick and Tired of it. Iam Dragging up And I calling International first Thing in The morning.
Me - Lets Go up and Talk To Herd we'll get This straightened out.
French - F____ Herd You Cant Talk To That S.O.B.
Me - O.K. French Dont Drag up stick around I'll Call Iron Have Him Down Here Monday, We'll get it straightened out.
French - Don't Bother, This Shits Been going on as Long as I've Been Here.
Me - French your wrong, As it stands Right Now your Both wrong. Your Realy F____ing up.
French - Don't worry About me Ive Been Through This Shit Be for I know Exactly what I'm Doing.

— Three —
— Continued —

Me — O.K. French if thats what you want.
French — That not all I want. I want you to call Iron
and tell him what I am doing and tell him
my reasons are unfair labor practice's.
Me — O.k. is there anything else.
French — Tell Herd ~~to~~ I want him to hand me my
check, and when I get through with him, he's
going to wish he never met me.
Ron Perkins — No — Don't tell him that. He's mad enough
already because this works not getting done.
French — I dont care how F___in mad he is! Tell him.
Ron — No dont — French you wont get your
check.
French — Dont worry, I'll get my check they have to
give it to me.
Ron — They dont have to give it to you. They can
hold it and mail it out after pay day.
Me — Thats right, they dont have to give it
to you when you drag up. The only
time they have to is when they fire you.
You want your check.... I'll just tell
Herd your dragging up and you want your
check to night...

Bob Herd and myself.

Me. — French told me to tell you he's dragging up
and he wants his check to night.
Herd — I know, he already told me, I called
down to the office and ask Blackie to mai
it up. If he does Frence will get it to night
if he don't there's nothing I can do about it
he'll just have to wait.

May 11 4:10 AM Sat morning End of shift

Ron — French, did you get your check I know
they had it over in the office
French — No. Not yet
Ron — Are you ~~sh~~ sure this is what you want
to do Its not to late to change your

- Four -

- Continued -

Ron — mind. You can stay if you want to. They will just rip up the check thats all.

French — No, I want my check I made up my mind already.

Ron — Well Its over in the office Go get it.

French — No. I want Herd to hand it to me.

Ron — I'll tell him.

Later

Me — Did you get your Check French

French — Yes, and Herd handed it to me, Thats all I needed. Now when I get through with him, Hell never hold another position of athorty again any where. Hell never tell any body what to do again... All I want is a peace of his ass and Im going to get it too.... I calling International this morning.

Then he (French) came out with a phone No. and left

Monday May 13 I call the Hall and told Fred what French told me to tell him

Monday May 13 I started checking with men trying to find out what happened. Most of them didnt know or hear anything except that French drug up.

I continued. Checking through the rest of the week.

Some of the men I talked to. Told me Bob Herd had come over to them And they were just standing around not doing anything but bull shitting. The only thing Bob said according to them was — — I dont you guys have anything to do

ans from one. yes But Ronney isnt here

— FIVE —

Note Time Bob Herd arrived 1:30 A.M.

Herd — Don't you know what to do? Do you need your pusher with you all the time?
Ans. — We know what to do. No we don't need him all the time.
Herd — You guys know we have to get this done.
Ans — We know
Herd — Then how about getting a move on and get it done.

Me — "Talking Herd."

Bob when you had your head in that hole what were you doing? Did you get on Frenchies back or give him any orders.
Bob H. — No. All I was doing was talking to Emil.

Me and Emil

Me — What was Bob doing Friday when he had his head in the hole.
Emil — Nothing.
Me — Nothing at all?
Emil — Well him and I were talking about hunting and fishing.
Me — Did he say anything to French? Did he give him any orders or get on Frenches back in any way.
Emil — Not while I was there and I was there all afternoon — meaning after lunch.

Rich Baker

I was working with French the last couple of days. I was right with him practically all the time. Herd never said any thing to him while I was there as a matter of fact when we first started here. Before we even had a pusher Herd was running the gang he took good care of French. Gave him all the easy jobs. The hardest thing French had to do was weld on studs. Most of the time. He was opperating the air moter to turn over —

1- SIX-1
Rich Baker

The Baskets. Then All He had To do Relence The Brake open The valve unteal we Told Him To stop Then He Reversed The proseadure. Then All He Had To do was sit There for A Half Hour to Forty Five minutes unteal we were Ready Again.

This statement was varified By Every member of That particular gang.

One man who doesent want His Name mentioned. Added

I Think Frenchies Trouble was...He got mad Because He Had To do some work.

Stewart
Stanley R. Marchetti

FOSTER WHEELER CORPORATION
Engineers · Manufacturers · Constructors
927 BROADHEAD ROAD CORAOPOLIS, PA. 15108

BRANCHES IN PRINCIPAL CITIES OF
THE UNITED STATES AND CANADA
ALSO LONDON, PARIS, MILAN AND TOKYO

CONSTRUCTION DEPT.
EQUIPMENT DIVISION
TELEPHONE: 262 1910
(AREA CODE 412)

May 23, 1974

Mr. Fred Gualtieri
Boilermaker Local #154
6th Floor House Building
Smithfield Street
Pittsburgh, Pa.

Mr. Gualtieri,

Mr. F. E. Gower was terminated on May 22, 1974 for being found sitting on the 10th floor not performing his assigned work for 45 minutes to an hour. Mr. Gower's badge number is 3-323.

The type of work done by Local #154 has been a credit to which this man has been unworthy of the work and conditions built up by this local.

Very truly yours,

R. Thompson

F. Bauer

James Roe
J. Roe

E. Matilan

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

[illegible] NEW BROTHERHOOD BUILDING
PRINTED IN U.S.A.
KANSAS CITY, KANSAS 66101

COPY

May 23rd 1974

Mr. French Gower
3125 Pennsylvania Avenue
Weirton, West Virginia 26062

Dear Sir and Brother,

Per your telephone call to me, at this office today, I have arranged with General American Transportation Corporation of Oswego, New York, for work for you as a welder. Please report to Foreman Gene Deason, who will put you to work.

You told me, in the course of our conversation, that you were fired from the Homer City Project, which was a local job, wherein I have no jurisdiction, as I am an NTM Representative.

Proper procedure, is for an NTM member to notify his area NTM Representative, that he is unemployed and looking for work, not the Locals.

With best wishes, I am

Fraternally yours

George J. Santos
International Representative

GJS:eaj

cc: David L. Lewis NTM
    F. G. Gualtieri L-154

Johnstown, Penna.
November 9, 1972

Our job site was Bethlehem Steel Corp. Johnstown Plant, Johnstown, Pa. We had been working two ten hour shifts up until this week when we went on three eight hour shifts. It had rained 75% of the entire nith shift. Our job was concerned with a reline of Blast Fce. L and related work. The majority of the Boilermaker work was on the stoves. On November 8, 1972 the work force included a Supt., Boilermaker Foreman A & B, fourteen Boilermakers, & one Operating Engineer.

At 5:50 P.M. on this date Boilermaker Foreman A Walter Koronowski entered the mens shanty and found four Boilermakers; C. Faub, R. Timet, V. Boring, & W. Naughton playing cards with money on the table. The rest of the working force were on the job installing temporary cover on K3 Stove as it was raining slightly. Temporary cover had been already installed over the Septum Valve and one man was tighting bolts on the valve. Foreman Koronowski asked the four men to return to work and stated they could get under cover on the job. Boilermaker V. Boring told Foreman Koronowski that if he got his money he would leave. The Foreman then reported to the night timekeeper and inquired about making up checks for the four men and told timekeeper he would let him know what to do.

Foreman Koronowski then returned to the shanty where the four men were still playing cards and informed them they were fired and to report to the time office for their money.

By 6:30 P.M. the four men had their checks and returned to the shanty. The rest of the crew came into the shanty for coffee and a discussion followed. Supt. T.W. Siclari entered the shanty and the men informed him that they were displeased at what had happen to the four men. Supt. Siclari stated that the job was working and he would not criticize them for seeking cover on the job because of the rain. He also stated that if anyone wanted to go home and return the following night they could, however, they would not be paid for the remainder of that shift. The entire crew then informed Siclari that they were quitting.

At 7:00 P.M. the entire crew , with the exception of the Foreman A, Foreman B, and one Boilermaker entered the time office and informed the timekeeper that they were quitting. The timekeeper gave them their last weeks check and informed then that this weeks time would be mailed to them.

Supt. T.W. Siclari
Thomas Siclari

Foreman A - W. Koronowski
Walter Koronowski

SIMAKAS BROTHERS CO. *Industrial Contractors*

ALEXANDER SIMAKAS, Owner
CHRIST SIMAKAS
Area Code 412—367-4850

SUITE 305
McKNIGHT PARK DRIVE
PITTSBURGH, PA. 15237

April 4, 1983

Mr. David L. Lewis
Assistant to the International
President & Director, NTD
570 New Brotherhood Bldg.
8th & State Ave.
Kansas City, Kansas 66101

RE: Mr. French Gower
SS: 234-52-9588

Dear Mr. Lewis:

In regard to our telephone conversation on March 31, 1983, I am writing to lodge a formal complaint against Mr. French Gower.

Mr. Gower was injured on our job site on November 12, 1982. Because of questions regarding his accident, a hearing was set for February 16, 1983 at the Bureau of Workers' Compensation. It was determined at this time that his injury was not due to his own negligence, therefore, he would receive compensation. However, a question was raised by the Bureau as a result of this hearing as to whether this injury resulted from a pre-existing condition. This does not change the fact that Mr. Gower will be compensated, it only raises that issue of whether Simakas Brothers Company or the company for which Mr. Gower worked at the time of the original injury is liable for these funds. All of these factors have caused a delay in Mr. Gower receiving his money.

We have tried to explain to Mr. Gower that Ohio Compensation is holding up his money, and at this point nothing we say can influence them one way or the other. The matter will be settled at the second hearing. No amount of reasoning will make Mr. Gower understand that Simakas Brothers Company is not directly responsible for this action, or that we have done everything possible to help him to keep his credit rating intact. We have called all of his doctors and hospitals to reassure them that they would be receiving payment and that it was not Mr. Gower's fault that these accounts had not been settled. They have all agreed to hold the bills until further notice.

Last Thursday Mr. Gower called our office and told us that his power was going to be turned off on April 4, and that if this actually took place he would arrive at our office "armed." He also suggested that we move all of our equipment from the Stratton job site, or he would take possession of it and sell it.

Mr. Lewis, we are unaccustomed to being threatened in such a manner, and we resent being placed in such a position. We had an incident with Mr. Gower in 1977 and had certainly hoped no unpleasantness would be repeated. I am told that he has also caused many problems for other companies. With so many problems arising from one man, I cannot understand why you choose to retain him as an active member of your union.

I wish to go on record as stating that we are very upset with Mr. Gower's conduct. I hope the proper actions will be taken and that Mr. Gower is, at the very least, officially reprimanded.

Very truly yours,

SIMAKAS BROTHERS COMPANY

Esther Pasquarelli
Office Manager

/bevi

cc: Fred Gualtieri

International Brotherhood of
BOILERMAKERS · IRON SHIP BUILDERS BLACKSMITHS · FORGERS & HELPERS
New Brotherhood Building
Kansas City, Kansas 66101

HAROLD J. BUOY
INTERNATIONAL PRESIDENT
CHARLES F. MORAN
INTERNATIONAL SECRETARY-TREASURER

April 12, 1983

20-2-G-83

Ms. Esther Pasquarelli
Office Manager
Simakas Brothers Company
Suite 305, McKnight Park Drive
Pittsburgh, Pennsylvania 15237

Dear Ms. Pasquarelli:

I am in receipt of your communication of April 4, 1983, and I regret very much the undesireable experiences you have had with N.T.D. member French Gower.

This individual has somewhat of a reputation for causing problems in various local lodges throughout the country, and your experience with him is not commonplace.

I contacted Mr. Gower by telephone and advised him that the problem he is confronted with is not entirely the responsibility of Simakas Brothers Company, and every effort was being made to bring this situation to a satisfactory conclusion. In the event he should follow through with any of his threats, I suggest you file a civil suit.

With best wishes, I remain

Yours very truly,

David L. Lewis
Assistant to International President

DLL:rm
cc: Fred Gualtieri, L-154
opeiu #320

August 11, 1983

I, Joseph Pipilo, was employed by the contracting firm of Babcock & Wilcox, in the position of assistant foreman, at power station unit #3 at Brilliant, Ohio. A boilermaker, by the name of F. Gower, worked under my supervision. His job was to weld on the economizer inlet header. He asked to be removed from this job because it was too drafty. He said, according to his doctor, he didn't have long to live, his lungs were bad and he needed a place to work out of the draft.

Keeping this information in mind, I transferred him to another position. He worked at this job a few days until I needed him for one day to fill in for an absentee who was part of a two man team working on the skyclimber. I asked Mr. Gower if he was afraid of heights and he said no. I then assigned him to the skyclimber job which required welding on membrane. Assuming Mr. Gower was working at that job, I then resumed my duties. Within the hour I found him sitting on a bucket in the wind box doing nothing.

I asked him what was wrong and his reply was:
"he wasn't doing anything and if I fire him he will go to the National Labor Relations Board."
I sent for the General Foreman, the Foreman and the job steward. Mr. Gower's answer remained firm in front of all present....he was refusing to do boilermaker's work!

After approximately fifteen minutes of discussion, with much patience shown by the General Foreman in trying to understand his reason for refusing to do his job and finding none, he then fired Mr. Gower...the date was March 17, 1976.

Respectfully submitted,

Joseph Pipilo

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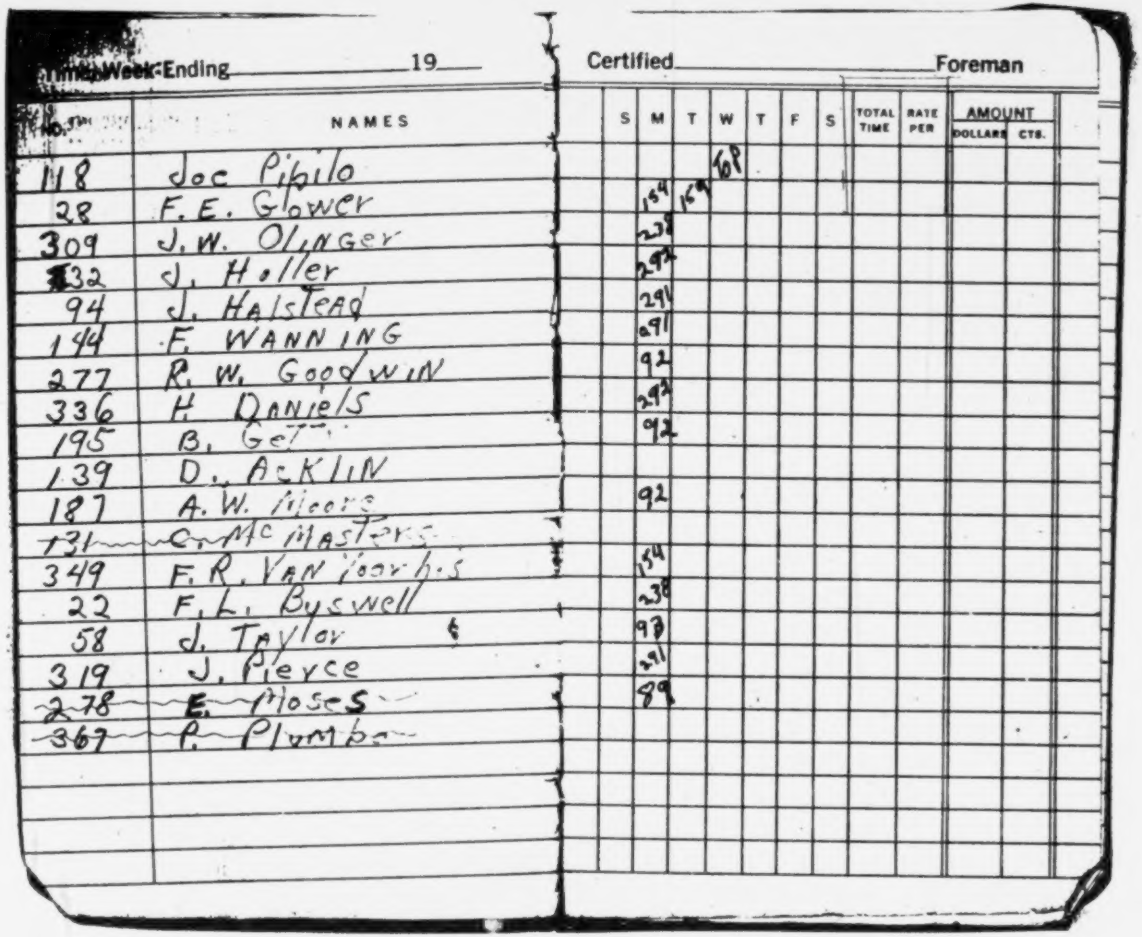
Respectfully submitted,
Joseph Pipilo
Joseph Pipilo

Time Record For
French E. Gower
Feb. 10th Thru Mar. 17, 1976
Cardinal Plant Unit 3 Brilliant Ohio

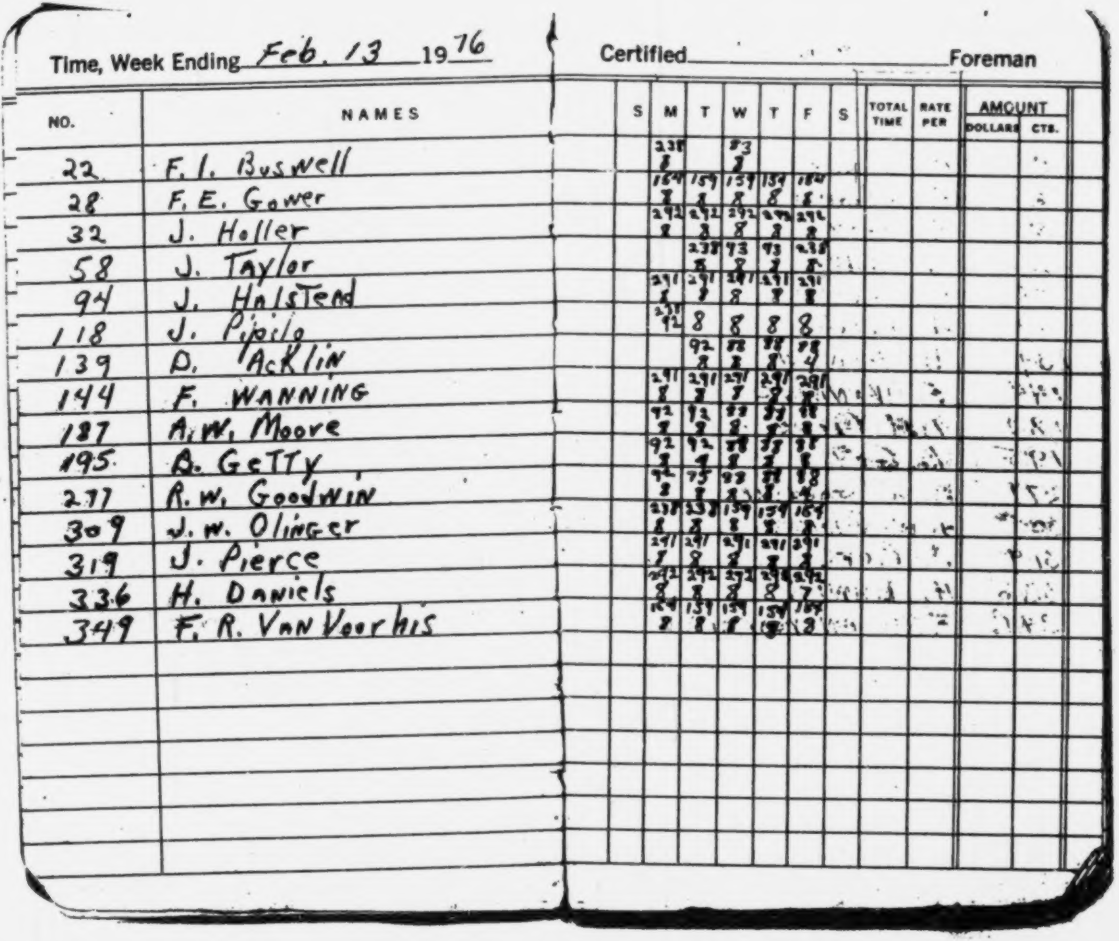
Tue. Feb 10 - 8 hrs.
wed. Feb 11 - 8 hrs.
Thurs. Feb 12 - 8 hrs.
Fri. Feb 13 - 8 hrs.
MON Feb 16 - 8 hrs
Tues Feb 17 - 8 hrs
wed. Feb 18 - Absent
Thurs. Feb 19 - 8 hrs
Fri. Feb 20 - 8 hrs
MON Feb 23 - Absent
Tues Feb 24 - Absent
wed Feb 25 - Absent
Thurs Feb 26 - Absent
Fri Feb 27 - Absent
MON Mar. 1 - 1 hr
Tues Mar. 2 Absent
wed. Mar. 3 - Absent
Thurs Mar 4 - Absent
Fri Mar 5 - Absent
Mon Mar. 8 - Absent
Tues. Mar 9 - Absent
wed Mar 10 - 8 hrs
Thurs Mar 11 - 8 hrs
Fri Mar 12 - 8 hrs
MON Mar 15 - Absent
Tue Mar 16 - 8 hrs
Wed Mar 17 - Terminated



Time Week Ending 19

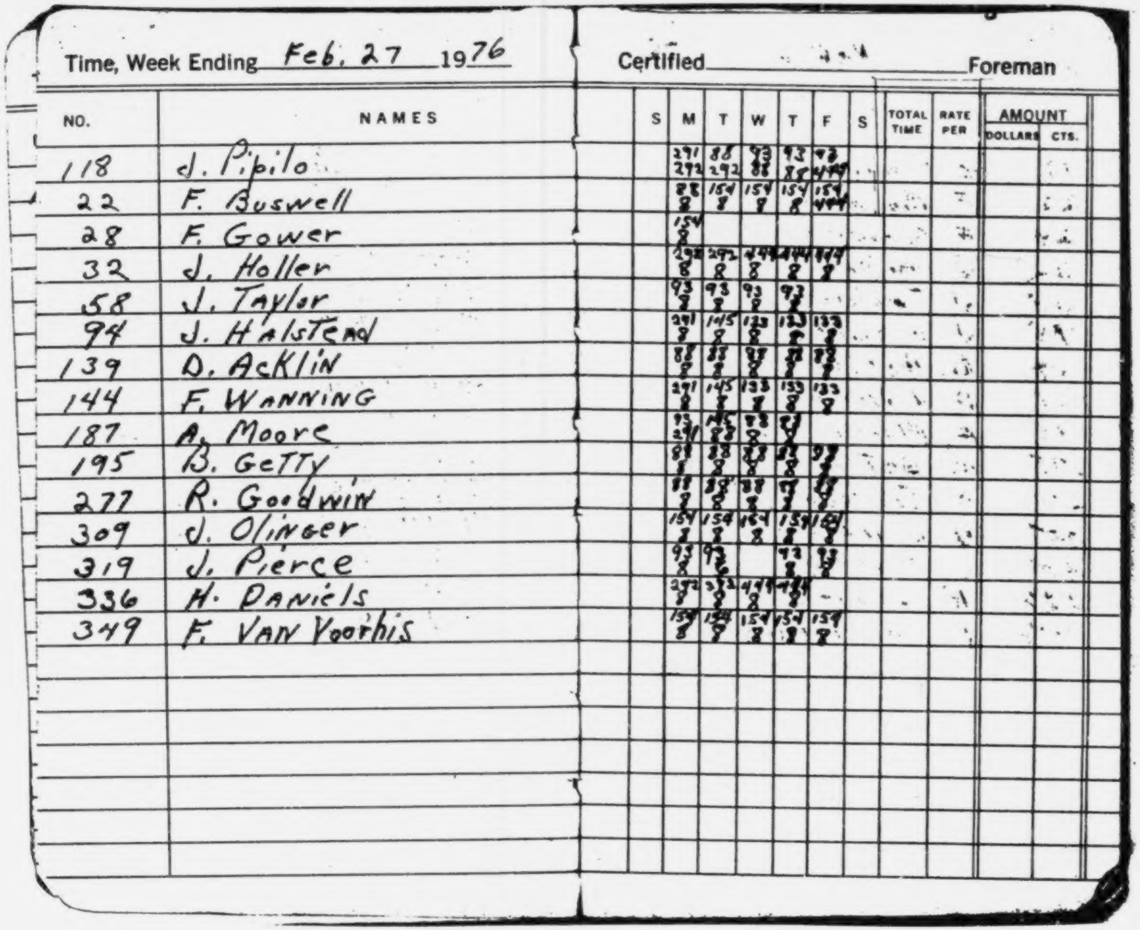
Certified Foreman

No.	NAMES	S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT DOLLARS	AMOUNT CTS.
118	Joe Pibilo				10P							
28	F. E. Glower		154	159								
309	J. W. Olinger		238									
[illegible]32	J. Holler		292									
94	J. Halstead		291									
144	F. WANNING		291									
277	R. W. Goodwin		92									
336	H. Daniels		292									
195	B. Get[illegible]		92									
139	D. Acklin											
187	A. W. Moore		92									
~~131~~	~~C. McMasters~~											
349	F. R. Van Voorhis		154									
22	F. L. Buswell		238									
58	J. Taylor		93									
319	J. Pierce		291									
~~278~~	~~E. Moses~~		89									
~~367~~	~~P. Plumb~~											



Time, Week Ending Feb. 13 1976 Certified ____________ Foreman

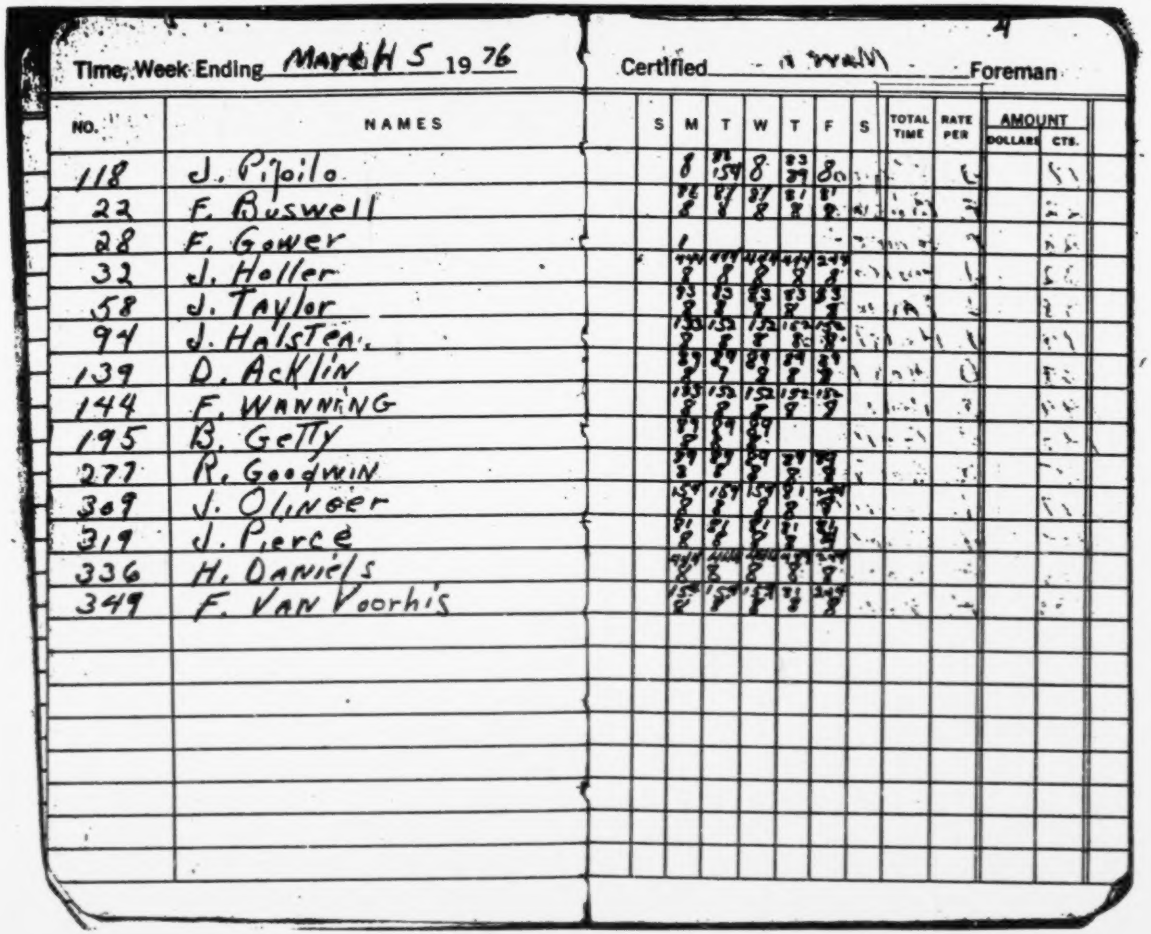
NO.	NAMES	S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT DOLLARS	AMOUNT CTS.
22	F. I. Buswell		238 8		83 8							
28	F. E. Gower		164 8	159 8	159 8	159 8	164 8					
32	J. Holler		292 8	292 8	292 8	292 8	292 8					
58	J. Taylor			238 8	93 8	93 8	238 8					
94	J. Halstead		291 8	291 8	291 8	291 8	291 8					
118	J. Pipilo		238 92	8	8	8	8					
139	D. Acklin			92 8	88 8	88 8	88 4					
144	F. WANNING		291 8	291 8	291 8	291 8	291 8					
187	A. W. Moore		92 8	92 8	88 8	88 8	88 8					
195	B. Getty		92 8	92 4	88 8	88 8	88 8					
277	R. W. Goodwin		92 8	75 8	93 8	88 8	88 4					
309	J. W. Olinger		238 8	238 8	159 8	159 8	164 8					
319	J. Pierce		291 8	291 8	291 8	291 8	291 8					
336	H. Daniels		292 8	292 8	292 8	292 8	292 7					
349	F. R. Van Voorhis		164 8	159 8	159 8	159 8	164 8					



Time, Week Ending Feb. 27 1976

Certified ____ Foreman

NO.	NAMES	S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT DOLLARS	AMOUNT CTS.
118	J. Pipilo		291 292	88 292	93 88	93 88	93 444					
22	F. Buswell		88 8	154 8	154 8	154 8	154 444					
28	F. Gower		154 8									
32	J. Holler		292 8	292 8	444 8	444 8	444 8					
58	J. Taylor		93 8	93 8	93 8	93 8						
94	J. Halstead		291 8	145 8	133 8	133 8	133 8					
139	D. Acklin		88 8	88 8	88 8	88 8	88 8					
144	F. Wanning		291 8	145 8	133 8	133 8	133 8					
187	A. Moore		93 291	145 88	88 8	88 8						
195	B. Getty		88 8	88 8	88 8	93 8	93 8					
277	R. Goodwin		88 8	88 8	88 8	93 8	88 8					
309	J. Olinger		154 8	154 8	154 8	154 8	154 8					
319	J. Pierce		93 8	93 8		93 8	93 8					
336	H. Daniels		292 8	292 8	444 8	444 8						
349	F. Van Voorhis		154 8	154 8	154 8	154 8	154 8					



4

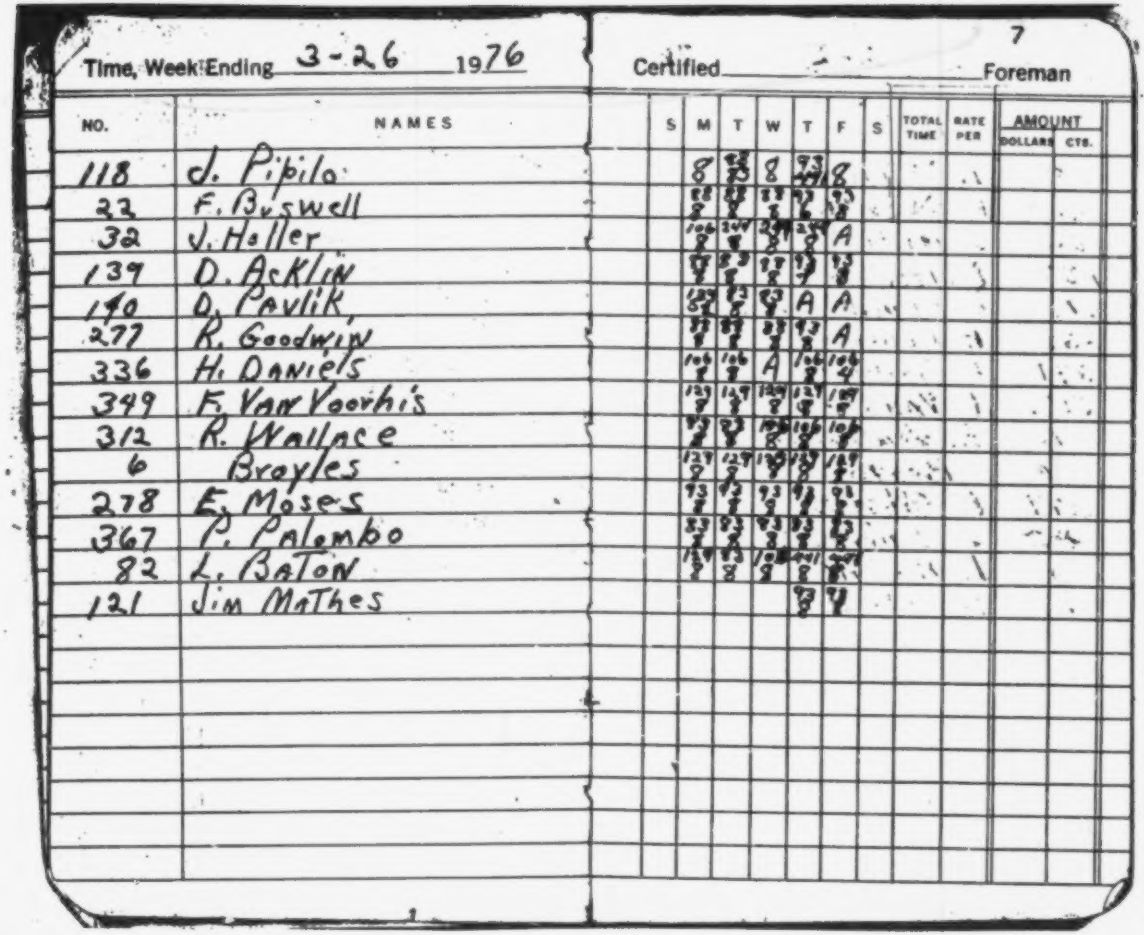
Time, Week Ending March 5 1976 Certified ____________ Foreman

NO.	NAMES	S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT DOLLARS	AMOUNT CTS.
118	J. Pipoilo		8	81 159	8	83 39	8					
22	F. Buswell		86 8	87 8	87 8	81 8	81 8					
28	F. Gower		1									
32	J. Holler		444 8	444 8	424 8	444 8	249 8					
58	J. Taylor		83 8	83 8	83 8	83 8	83 8					
94	J. Halsten		152 8	152 8	152 8	152 8	[illegible] 8					
139	D. Acklin		89 8	89 7	89 8	89 8	89 8					
144	F. Wanning		133 8	152 8	152 8	152 9	152 9					
195	B. Getty		89 8	89 8	89 8							
277	R. Goodwin		89 8	89 8	89 8	89 8	89 8					
309	J. Olinger		159 8	159 8	159 8	81 8	[illegible] 8					
319	J. Pierce		81 8	81 8	81 8	81 8	84 8					
336	H. Daniels		444 8	444 8	444 8	459 8	249 8					
349	F. Van Voorhis		159 8	159 8	159 8	81 8	249 8					

Time, Week Ending 3-19 1976

Certified ______ Foreman

NO.	NAMES		S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT	
												DOLLARS	CTS.
118	J. Pipilo			103 133	241 8	8	129 83	8					
22	F. Buswell			133 8	88 8	83 8	81 8						
28	F. Gower				81 8	81 3	Terminated						
32	J. Holler			241 8	241 8	83 8	83 8	106 8					
58	J. Taylor			133 8	133 8								
94	J. Halstead			241 8	241 8								
139	D. Acklin			88 8	88 8	88 8	88 8	81 8					
140	D. Pavlik			133 8	133 8	129 8	93 129	129 8					
144	F. Wanning			152 8	152 8								
277	R. Goodwin			81 4									
309	J. Olinger			103 8	103 8								
336	H. Daniels			241 8	241 8	83 8	83 8	106 4					
349	F. Van Voorhis			81 8	81 8	129 [illegible]	81 129	129 8					
	R. Wallace					83 8	83 8	83 8					
6	Broyles					81 8	81 129	129 8					
278	E. Moses					93 8	93 8	93 4					
367	P. Palombo												



Time, Week Ending 3-26 1976

Certified ________ Foreman 7

NO.	NAMES	S	M	T	W	T	F	S	TOTAL TIME	RATE PER	AMOUNT DOLLARS	AMOUNT CTS.
118	J. Pipilo		8	93 8	8	93 [illegible]	8					
22	F. Buswell		88 8	88 8	88 8	93 6	93 8					
32	J. Holler		106 8	344 8	254 8	254 8	A					
139	D. Acklin		93 8	83 8	93 8	93 7	93 8					
140	D. Pavlik		129 8	93 8	93 8	A	A					
277	R. Goodwin		93 8	83 8	83 8	93 8	A					
336	H. Daniels		106 8	106 8	A	106 8	106 4					
349	F. Van Voorhis		129 8	129 8	129 8	129 8	129 8					
312	R. Wallace		93 8	93 8	106 8	106 8	106 8					
6	Broyles		129 8	129 8	129 8	129 8	129 8					
278	E. Moses		93 8	93 8	93 8	93 8	93 8					
367	P. Palombo		83 8	93 8	93 8	93 8	93 8					
82	L. Baton		129 8	93 8	106 8	241 8	241 8					
121	Jim Mathes					93 8	4					

FEB 23 1981

International Brotherhood of *Local 154*
BOILERMAKERS · IRON SHIP BUILDERS BLACKSMITHS · FORGERS & HELPERS

TELEPHONE AREA CODE 412
343-3072

1221 BANKSVILLE ROAD
PITTSBURGH, PENNSYLVANIA 15216

February 18, 1981

Mr. David L. Lewis, Director,
National Transient Division
International Brotherhood of Boilermakers
570 New Brotherhood Building
Kansas City, Kansas 66101

Dear Sir and Brother:

Please be advised, applicant French Cower, Social Security number 234-52-9588, an N.T.D. member, has been on our out-of-work list at numerous times.

Following is a list of jobs to which he was referred:

1.	December 21, 1980	Babcock & Wilcox Company, Huff, Pennsylvania. Refused same, due to job not working overtime.
2.	January 17, 1981	McCrossin Company, Clearfield, Pennsylvania. Refused same, due to job not working overtime and job was too far.
3.	February 11, 1981	Carpenter Rigging Company, Oil City, Pennsylvania. Refused same due to job not working overtime and job was too far.

On February 6, 1981, Mr. Gower informed this office that he was willing to travel to any job site within the jurisdiction of Local 154.

On February 17, 1981, Mr. Gower and his wife went to a job site in Weirton, West Virginia and asked the Foreman and Steward as to how many Boilermakers were on the job and asked for a list of all Boilermakers working on the job site, then went directly to the Contractor for a job, instead of being referred from our Hiring Hall.

I am enclosing a copy of Mr. Gower's work record, for your information.

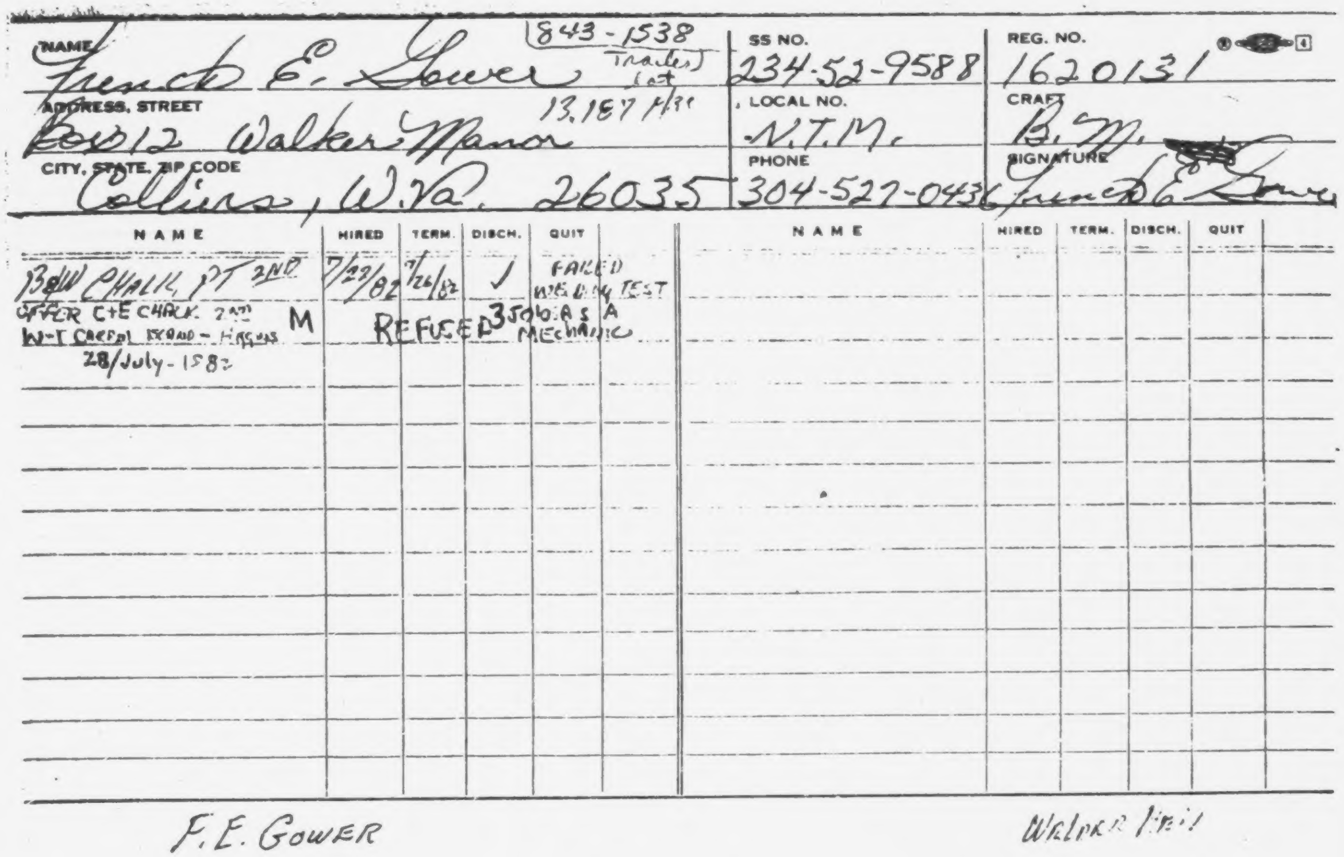
Trusting this information will be of assistance to you and with best wishes, I remain,

Fraternally yours,
BOILERMAKERS LODGE NO. 154

Fred Gualtieri

Fred Gualtieri, Business Manager

FG:rk
opeiu-33
enc.



NAME French E. Gower 843-1538 Trailer lot
ADDRESS, STREET Box 12 Walker Manor 13,187 H.31
CITY, STATE, ZIP CODE Collins, W.Va. 26035
SS NO. 234-52-9588
LOCAL NO. N.T.M.
PHONE 304-527-0436
REG. NO. 1620131
CRAFT B.M.
SIGNATURE French E. Gower

NAME	HIRED	TERM.	DISCH.	QUIT		NAME	HIRED	TERM.	DISCH.	QUIT
B&W CHALK, PT 2ND	7/23/82	7/26/82	✓	FAILED WELDING TEST						
OFFER C+E CHALK. 2ND W-T CAREFUL [illegible] – HIGGINS 28/July-1982 M		REFUSED 3506 AS A MECHANIC								

F.E. GOWER

WALKER Mnr

International Brotherhood of
BOILERMAKERS · IRON SHIP BUILDERS BLACKSMITHS · FORGERS & HELPERS
Brotherhood Building Kansas City, Kansas 66101
LOCAL LODGE NO. 193
ADDRESS OF WRITER BELOW
1101 W. Patapsco Ave.
Baltimore , Md. 21230

DATE July , 29 19 82

Mr. Fred Gualtieri
Bus. Mgr. L # 154
1221 Banksville Road
Pittsburgh , Pa. 15216

Dear Fred :

On Tuesday , 27 July , 1982 in the afternoon , I was visited at the Union Hall by a Mr. Frenchie E. Gower . He had a female with him who he introduced as Mrs. Gower . Mr. Gower complained to me about the welding test he took at Chalk Point , Md. for the Babcock & Wilcox Co. , and that he was looked out by Babcock & Wilcox's welding inspector . He claims he has never failed a welding test and this time he was being discriminated against by Babcock & Wilcox Co. I personally checked into this matter and I found that Mr. Gower , to the knowledge of the Union Steward and the General Forman or Erector on the job, he was not discriminated against .

Mr. Gower talked at great length about his honesty , that he would never lie about someone or against someone or for someone , he would never steal , doesn't drink alcohol , would never do any harm to anyone , doesn't use vulgar language. He then started to explain in his own words how his trouble started with Boilermakers Local # 154 , Pittsburgh , Pa. He claims he was run off a job for not participate in a dinner donation and was forced to buy 50-50 tickets and had actually seen the stubs in a trash can . He claims to have had a comfrontation with Mr. Gualtieri , and that Mr. Fred Gualtieri came at him with a 2X4 , he said if it ever happened again quote " I would kill Mr. Fred Gualtieri ". He made allications that payoffs were made to Officers of Local # 154 , by workers to keep their jobs . He claims he saw this with his own eyes . He claims to have personal knowledge that Mr. Gualtieri has 8 million dollars in his bank account . He said Mr. Gualtieri's brother , before he started as an assistant business manager , had a mortage , car payments and in less than two (2) years had accured 1.2 or 1.3 million dollars and no bills on house or car . He said 385 thousand dollars was collected in the Pittsburgh Local for erection of a statue for Mr. Gualtieri's late son. He said most of the money was pocketed by Mr. Gualtieri . He said he will put Mr. Gualtieri in jail by virture of his tape recordings , which he said was condoned by the U.S. Labor Dept. and the F. B. I. . He also said he can cause trouble for Mr. Harold J. Buoy , the International President of the Boilermakers . He also said Mr. George Santos the N.T.D. Representive doesn't do his job , isn't fit to hold his job and in Mr. Gowers own words "is nothing " .

International Brotherhood of
BOILERMAKERS · IRON SHIP BUILDERS **BLACKSMITHS · FORGERS & HELPERS**
Brotherhood Building *Kansas City, Kansas 66101*
LOCAL LODGE NO. 193
ADDRESS OF WRITER BELOW
1101 W. Patapsco Ave.
Baltimore , Md. 21230

DATE July , 29 19 82

2

Mr. Gower made boasts about his connections with a Mr. Hatch in Washington , D. C. . If he has problems on a job he goes to the Labor Relations and then to Mr. Hatch . He said he will change or make changes in the International and the Local Lodge levels .

The time I spent listening to Mr. Gower and his wife , they kept repeating how honest Mr. Gower was , and that he just wants to work for a living . Both of them said they don't want any trouble from any one , but if any one crossed them they would handle, (trouble) their way .

Fred, I worked in Local # 154 in 1976 . No one forced any 50-50 tickets on me or I wasn't asked to donate to a dinner . I asked for work , was given work , did my job and thanked your people, when I left the Job. The job I was on was run Union , which means 8 hours work for 8 hours pay . If in the future I had to go out of town for work , I would certainly check to see if Pittsburgh Local # 154 had any work .

I think you should have knowledge of the statements made against you , your Brother , your Local , International President Mr. Harold J. Buoy and Mr. George Santos . If you desire any more information, dont't hesitate to call me .

Fraternally yours ,

Paul H. Swartz Sr.
Paul H. Swartz , Sr.
Bus. Mgr. L # 193

International Brotherhood of

BOILERMAKERS · IRON SHIP BUILDERS **BLACKSMITHS · FORGERS & HELPERS**

Brotherhood Building *Kansas City, Kansas 66101*

LOCAL LODGE NO. 105

ADDRESS OF WRITER BELOW

DATE August 29 19 83

20 East Water Street
Chillicothe, Ohio 45601

International Brotherhood of Boilermakers
Mr. Charles A. Chambers, IR
25 Cabindale Road
McKees Rocks, Pennsylvania 15136

Dear Sir and Brother:

In answer to your request regarding information on French Gower; he phoned our office on February 9, 1981 and talked with me asking about a job at New Richmond, Ohio. I told him the job was full and he proceeded to tell me that I was lying to him and I told Mr. Gower that if he wanted to come to the office and call me a liar to come ahead.

To this date, he has never come to our office to talk about the situation. He also made a comment that Fred Gualtieri said he would call Local #105 and that he would never work for us. I told Mr. Gower that Don Maupin runs this Local, not Fred Gualtieri, and that was the end of the conversation.

We are attaching a copy of the daily phone log which shows the notation made when we received this call.

Trusting this information will be of interest and with best wishes, I remain

Fraternally yours,

Ronald F. Powell

Ronald F. Powell, Ass't. Bus. Mgr.
Boilermakers Local #105

RFP/meh

Feb - 9 - Mon - 1981

Bob Clark -

Terry Lawson -

Les Waggoner -

Jim Kennedy -

Bill Bell -

Frank Conner - he: [illegible] ! Complaining about Don running his work, I Told him Don, doesn't run the work - Nor do I, or Wayne, Fred Collier said he would call Local 105 and he (Frank) would not work out of there, I told him Fred Colburn don't Run The Local, Don Marquin runs this Local.

Clarence Smith -

Butch -

Rick Mitchell -

Ray Gully -

Paul Well -

ANNUAL REPORT

PRINTED BY UNION PRESSMEN

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER and GROSE
A DIVISION OF WEAVER ASSOCIATES, INC
1700 NUMBER THREE GATEWAY CENTER • PITTSBURGH, PA. 15222

GOWER FRENCH E
BOX 12
WALKER MANOR
COLLIERS WV 26035

SOCIAL SECURITY NO. ►	234 52 9588
LOCAL UNION NO. ►	9999
DATE OF BIRTH ►	08/30/34
ORIG SERVICE DATE ►	00/00/00
REPORT DATE ►	12/31/78

ECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
7/78	05/78	175 FOSTER WHEELER	43.00	1.4500	62.35		
7/78	06/78	175 FOSTER WHEELER	151.00	1.5000	226.50		
9/78	09/78	386 BABCOCK AND WIL	120.00	1.5000	180.00		
1/78	10/78	386 BABCOCK AND WIL	33.00	1.5000	49.50		
1/78	10/78	2792 SIMAKAS BROTHER	8.00	1.5000	12.00		
2/78	11/78	386 BABCOCK AND WIL	255.00	1.5000	382.50		
2/78	11/78	2792 SIMAKAS BROTHER	24.00	1.5000	36.00		
2/78	12/78	INTEREST	.00	.0000	19.59		
TOTAL THIS YEAR			634.00	.0000	968.44		968.44

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
968.44		968.44

ANNUAL REPORT

PRINTED BY UNION PRESSMEN

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER and GROSE
A DIVISION OF WEAVER ASSOCIATES, INC.
1700 NUMBER THREE GATEWAY CENTER · PITTSBURGH, PA 15222

GOWER FRENCH E
BOX 12
WALKER MANOR
COLLIERS WV 26035

SOCIAL SECURITY NO. ▶	234 52 9588
LOCAL UNION NO. ▶	9999
DATE OF BIRTH ▶	08/30/34
ORIG. SERVICE DATE ▶	00/00/00
REPORT DATE ▶	06/30/79

ECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
1/79	12/78	306 BABCOCK AND WIL	145.00	1.5000	217.50		
3/79	02/79	255 EICHLEAY CORP	4.00	1.5000	6.00		
3/79	02/79	306 BABCOCK AND WIL	68.00	1.5000	102.00		
4/79	03/79	306 BABCOCK AND WIL	246.00	1.5000	369.00		
5/79	04/79	306 BABCOCK AND WIL	175.50	1.5000	263.25		
5/79	04/79	2792 SIMAKAS BROTHER	42.00	1.5000	63.00		
6/79	06/79	INTEREST	.00	.0000	27.21		
	TOTAL THIS YEAR		680.50	.0000	1,047.96		1,047.96

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	
				TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
				1,047.96		1,047.96

ANNUAL REPORT

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BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER and GROSE
A DIVISION OF WEAVER ASSOCIATES, INC
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER FRENCH E
P O BOX 41
CALLIERO W VA
26035

SOCIAL SECURITY NO. ▶	234 52 9568
LOCAL UNION NO. ▶	9999
DATE OF BIRTH ▶	08/30/34
ORIG. SERVICE DATE ▶	00/00/00
REPORT DATE ▶	12/31/77

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
7/77	06/77	386 BABCOCK AND WIL	129.00	1.4500	187.05		
0/77	07/77	386 BABCOCK AND WIL	99.00	1.4500	143.55		
9/77	08/77	386 BABCOCK AND WIL	24.00	1.4500	34.80		
9/77	08/77	2792 SIMAKAS BROTHER	67.00	1.4500	97.15		
1/77	10/77	386 BABCOCK AND WIL	162.50	1.4500	235.63		
2/77	11/77	2792 SIMAKAS BROTHER	33.00	1.4500	47.85		
2/77	12/77	INTEREST	.00	.0000	11.62		
TOTAL THIS YEAR			514.50	.0000	757.85		757.85

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
757.85		757.85

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ANNUAL REPORT

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

COWER FRENCH E
BOX 194 R S
PARIS PA
15021

SOCIAL SECURITY NO. ▶	234 52 9583
LOCAL UNION NO. ▶	9999
DATE OF BIRTH ▶	08/30/34
INITIATION DATE ▶	00/00/00
REPORT DATE ▶	06/30/77

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
01/77	12/76	1450 HAKE FRANK W	71.50	1.3500	96.53		
01/77	12/76	2968 GENERAL DYNAMIC	84.00	1.3500	113.40		
03/77	01/77	386 BABCOCK AND WIL	68.00	1.3500	91.80		
04/77	02/77	386 BABCOCK AND WIL	172.00	1.3500	232.20		
04/77	03/77	386 BABCOCK AND WIL	170.50	1.3500	230.18		
05/77	04/77	386 BABCOCK AND WIL	230.00	1.3500	310.50		
06/77	05/77	255 EICHLEAY CORP	22.00	1.3500	29.70		
06/77	05/77	386 BABCOCK AND WIL	263.00	1.3500	355.05		
06/77	06/77	INTEREST	.00	.0000	15.16		
TOTAL THIS YEAR			1,081.00	.0000	1,474.52		1,474.52

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
[illegible]		[illegible]

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BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER and GROSE
A DIVISION OF WEAVER ASSOCIATES, INC
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH PA 15222

GOWER FRENCH E
BOX 12
WALKER MANOR
COLLIERS WV 26035

SOCIAL SECURITY NO. ▸ 234 52 9580
LOCAL UNION NO. ▸ 9999
DATE OF BIRTH ▸ 08/30/34
ORIG. SERVICE DATE ▸ 00/00/00
REPORT DATE ▸ 06/30/78

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
1/78	12/76	2968 GENERAL DYNAMIC	88.00	1.3500	118.80		
1/78	12/77	270 SCHNEIDER INC	24.00	1.4500	34.80		
1/78	12/77	313 TOWNSEND AN BOT	8.00	1.4500	11.60		
1/78	12/77	2792 SIMAKAS BROTHER	173.00	1.4500	250.85		
3/78	01/78	270 SCHNEIDER INC	60.00	1.4500	87.00		
3/78	02/78	175 FOSTER WHEELER	138.00	1.4500	200.10		
4/78	03/78	175 FOSTER WHEELER	177.50	1.4500	257.38		
5/78	04/78	175 FOSTER WHEELER	136.00	1.4500	197.20		
6/78	05/78	175 FOSTER WHEELER	59.00	1.4500	85.55		
6/78	05/78	386 BABCOCK AND WIL	103.00	1.4500	149.35		
6/78	06/78	INTEREST	.00	.0000	24.35		
TOTAL THIS YEAR			966.50	.0000	1,416.98		1,416.98

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
1,416.98		1,416.98

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ANNUAL REPORT

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER FRENCH E
BOX 104 R S
PARIS PA
15021

SOCIAL SECURITY NO. ►	234 52 9588
LOCAL UNION NO. ►	9999
DATE OF BIRTH ►	08/30/34
INITIATION DATE ►	00/00/00
REPORT DATE ►	12/31/76

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
08/76	06/76	417 KOPPERS CO INC	112.00	1.3500	151.20		
08/76	07/76	417 KOPPERS CO INC	120.00	1.3500	162.00		
09/76	07/76	1450 HAKE FRANK W	24.00	1.3500	32.40		
09/76	08/76	1450 HAKE FRANK W	82.00	1.3500	110.70		
10/76	08/76	2968 GENERAL DYNAMIC	135.00	1.3500	182.25		
10/76	09/76	1450 HAKE FRANK W	176.75	1.3500	238.61		
11/76	09/76	2968 GENERAL DYNAMIC	66.00	1.3500	89.10		
11/76	10/76	2968 GENERAL DYNAMIC	262.00	1.3500	353.70		
12/76	11/76	2968 GENERAL DYNAMIC	176.00	1.3500	237.60		
12/76	12/76	INTEREST	.00	.0000	14.93		
TOTAL THIS YEAR			1,153.75	.0000	1,572.49		1,572.49

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
1,572.49		1,572.49

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ANNUAL REPORT

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER FRENCH E
BOX 104 R S
PARIS PA
15021

SOCIAL SECURITY NO. ►	234 52 9588
LOCAL UNION NO. ►	9999
DATE OF BIRTH ►	06/30/34
INITIATION DATE ►	00/00/00
REPORT DATE ►	06/30/76

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
01/76	12/75	386 BABCOCK AND WIL	160.00	1.1000	176.00		
02/76	01/76	386 BABCOCK AND WIL	124.00	1.1000	136.40		
03/76	02/76	386 BABCOCK AND WIL	116.00	1.1000	127.60		
04/76	03/76	255 EICHLEAY CORP	87.00	1.1000	95.70		
04/76	03/76	386 BABCOCK AND WIL	36.00	1.1000	39.60		
05/76	04/76	255 EICHLEAY CORP	171.50	1.1000	188.65		
06/76	05/76	255 EICHLEAY CORP	67.00	1.1000	73.70		
06/76	05/76	417 KOPPERS CO INC	40.00	1.1000	44.00		
06/76	06/76	INTEREST	.00	.0000	5.89		
TOTAL THIS YEAR			801.50	.0000	887.54		887.54

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE

WEGRO

ANNUAL REPORT

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BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOVER FRENCH E
BOX 104 R S
PARIS PA
15021

SOCIAL SECURITY NO. ▶	234 52 4598
LOCAL UNION NO. ▶	[illegible]559
DATE OF BIRTH ▶	08/30/34
INITIATION DATE ▶	00/00/00
REPORT DATE ▶	12/31/75

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
07/75	06/75	176 SIMAKAS BROS IN	35.50	1.1000	39.05		
07/75	06/75	386 BABCOCK AND WIL	132.00	1.1000	145.20		
[illegible]/75	[illegible]	386 BABCOCK AND WIL	172.00	1.1000	189.20		
[illegible]	[illegible]/75	386 BABCOCK AND WIL	156.00	1.1000	171.60		
[illegible]	[illegible]/75	2792 SIMAKAS BROTHER	17.75	1.1000	19.53		
10/75	[illegible]/75	386 BABCOCK AND WIL	40.00	1.1000	44.00		
10/75	[illegible]	2792 SIMAKAS BROTHER	15.75	1.1000	17.33		
11/75	10/75	386 BABCOCK AND WIL	142.00	1.1000	156.20		
12/75	11/75	386 BABCOCK AND WIL	154.00	1.1000	169.40		
12/75	12/75	INTEREST	.00	.0000	10.39		
TOTAL THIS YEAR			865.00	.0000	961.90		961.90

WEGRO

AVERAGE BALANCE	INCOME THIS YEAR RATE	INCOME THIS YEAR AMOUNT	UNREALIZED PROFIT THIS YEAR RATE	UNREALIZED PROFIT THIS YEAR AMOUNT	RATE THIS YEAR	EARNINGS THIS YEAR
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
961.90		961.90

ANNUAL REPORT

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BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER FRENCH E
BOX 104 R S
PARIS PA
15021

SOCIAL SECURITY NO. ▶	234 52 9588
LOCAL UNION NO. ▶	9999
DATE OF BIRTH ▶	08/30/34
INITIATION DATE ▶	00/00/00
REPORT DATE ▶	06/30/75

ok 34

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
01/75	12/74	341 FURNCO CONSTR C	245.00	1.1000	269.50		
02/75	01/75	341 FURNCO CONSTR C	344.50	1.1000	378.95		
03/75	02/75	341 FURNCO CONSTR C	364.00	1.1000	400.40		
04/75	03/75	270 SCHNEIDER INC	140.00	1.1000	154.00		
04/75	03/75	341 FURNCO CONSTR C	92.00	1.1000	101.20		
05/75	04/75	270 SCHNEIDER INC	36.75	1.1000	40.43		
06/75	05/75	176 SIMAKAS BROS IN	32.50	1.1000	35.75		
06/75	05/75	386 BABCOCK AND WIL	36.00	1.1000	39.60		
06/75	06/75	INTEREST	.00	.0000	23.97		
TOTAL THIS YEAR			1,290.75	.0000	1,443.80		1,443.80

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	
				TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE

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ANNUAL REPORT

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER FRENCH E
3125 PENNA AVENUE
WEIRTON W VA
26062

SOCIAL SECURITY NO ▶	234 5 9588
LOCAL UNION NO ▶	9999
DATE OF BIRTH ▶	03/30/34
INITIATION DATE ▶	00/00/00
REPORT DATE ▶	12/31/74

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
07/74	06/74	175 FOSTER WHEELER	11.00	1.1000	12.10		
12/74	12/74	INTEREST	.00	.0000	.48		
TOTAL THIS YEAR			11.00	.0000	12.58		12.5

AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANC
12.58		1

WEGRO

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ANNUAL REPORT

BOILERMAKERS LODGE NO 154 PAYROLL SAVINGS FUND

WEAVER AND GROSE INC.
1700 NUMBER THREE GATEWAY CENTER - PITTSBURGH, PA. 15222

GOWER F

SOCIAL SECURITY NO. ►	234 52 9588
LOCAL UNION NO. ►	9999
DATE OF BIRTH ►	00/00/00
INITIATION DATE ►	00/00/00
REPORT DATE ►	06/30/74

RECEIVED	WORKED	EMPLOYER NAME	HOURS	RATE	CONTRIBUTIONS	WITHDRAWAL	BALANCE
05/74	04/74	386 BABCOCK AND WIL	217.00	1.1000	238.70		
06/74	05/74	175 FOSTER WHEELER	48.00	1.1000	52.80		
06/74	05/74	386 BABCOCK AND WIL	143.00	1.1000	157.30		
TOTAL THIS YEAR			408.00	.0000	448.80		448.80

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AVERAGE BALANCE	INCOME THIS YEAR		UNREALIZED PROFIT THIS YEAR		RATE THIS YEAR	EARNINGS THIS YEAR
	RATE	AMOUNT	RATE	AMOUNT		
.00	.00		.00		.00	

TOTAL CONTRIBUTIONS	TOTAL EARNINGS	ACCOUNT BALANCE
448.80		448.80

Boilermakers Lodge No. 154 Combined Funds

PHONE 261-5460

WEAVER ASSOCIATES, INC.
1700 THREE GATEWAY CENTER
PITTSBURGH, PA 15222

TO: Alexander Simakas
Fred Gualtieri

FROM: Foster M. Grose, Jr.
Vice President
Weaver Associates, Inc.

cc: Fund Counsel

DATE: June 15, 1982

On Friday, June 11, 1982 at approximately 2:30 P.M. a man identifying himself as French E. Gower, a participant in the Boilermaker Retirement Fund, appeared at our office. Mr. Gower had with him an Application for Benefits form which had been mailed to him by our office recently in response to a telephone request.

Mr. Gower was referred to Nancy Dzura in our Pension Claims Department. He advised Mrs. Dzura that he was withdrawing his money because he had learned that the Fund was bankrupt, and that it was illegally held by the Fund in Pittsburgh since the transfer of it from Kansas City was in violation of the Union's by-laws. His attitude was extremely beligerent and his voice quite loud so that James Hawkins, our office manager, joined the interview. Mr. Gower refused to sign the application form, claiming that his attorney had advised him that the form was illegal, but Mr. Gower demanded his money regardless of the required procedure that Mrs. Dzura reviewed for him.

When Mr. Gower indicated that he was not going to leave the premises without his money, Mr. Hawkins suggested he talk with me, so I received Mr. Gower in my office in the presence of Mr. Hawkins.

Mr. Gower continued his beligerent attitude and loud voice, claiming that the money he was demanding represented deductions from his pay that had been made illegally, and that it was his right to reclaim the money without following prescribed procedures. I advised Mr. Gower that no consideration of his request could be made without a completed application form. He then threatened to remove from our office articles of value equal to the amount in his account, and do so by force if necessary. I advised Mr. Gower that our discussion was at an end. I then refused his request to use my telephone to make a call.

Mr. Gower left my office and requested the use of a phone from our receptionist who granted his request. In a loud voice, clearly audible to several girls in the office, the office manager, and David Teller, an account executive, Mr. Gower called the F.B.I., stating to them that an agent should be sent to our office immediately because he was not going to give up his claim for his money without a fight. He referred in his conversation, to recent publicity of alleged wrongdoing in Boilermaker affairs, as well as his own earlier contact with the F.B.I. in Washington D.C.. When this phone conversation seemed to come to an abrupt end, Mr. Gower was heard to comment that the F.B.I. had hung up on him. He then called the Pennsylvania State Police and repeated much of his previous conversation to them.

Following the phone calls, Mr. Gower remained briefly in the reception area of the office, still loudly objecting to our refusal to honor his request. He left the premises shortly thereafter without further incident.

/am

Boilermakers Lodge No. 154 Combined Funds

PHONE 261-5460

WEAVER ASSOCIATES, INC.
1700 THREE GATEWAY CENTER
PITTSBURGH, PA 15222

TO: Alexander Simakas
Fred Gualtieri

FROM: James Hawkins
Office Manager
Weaver Associates, Inc.

cc: Fund Counsel

DATE: June 16, 1982

On Friday, June 11, 1982 at approximately 2:30 P.M. Mr. French E. Gower appeared at our offices requesting withdrawal of his Annuity Fund monies. He had in his possesion an application form which had not been completed.

He was placed in contact with Nancy Dzura of our Pension Department. Mrs. Dzura advised Mr. Gower that she could not initiate any request for withdrawal of monies until submission of a completed application for benefits, signed by him had occurred.

Mr. Gower became irate and demanded his money, stating that it was illegally taken out of his pay and given to Weaver and Grose, Inc.. His refusal to submitt a completed application form was based upon "Attorney Crawford's advice" that by completion of the application form he would be relinquishing his "means of livelihood" and this was an unconstitutional request. He made reference to current publicity the Boilermakers Local 154 were receiving regarding alleged improprieties, and stated that others, like him, were going to get their money. He stated that the 3rd District Court of Appeals recently ruled in Philadelphia in his favor, and that 40 million dollars would be paid back.

I attempted to explain that as Fund Administrators, Weaver Associates, Inc. was required to operate within certain rules and procedures, among them being that a proper application for benefits had to be made before we could consider any payment of benefits.

Mr. Gower then wrote across the face of the application form his social security number, his name, a profane statement and in large print the word "VOID".

I then decided to have him meet with Mr. Foster M. Grose, Jr. Vice President of Weaver Associates, Inc.. Mr. Gower repeated his earlier statements to Mr. Grose and demanded his money. Mr. Grose explained the necessary procedure of application for benefits and told Mr. Gower that without a completed application the discussion had reached it's conclusion. At this point, Mr. Gower said that he was going to get his money or take from our offices articles of equal value to the amount of money he was expecting. Mr. Grose repeated that the conversation had concluded. Mr. Gower asked to use Mr. Grose's phone and was denied.

Mr. Gower left the office of Mr. Grose and was granted the use of an office phone by the receptionist. He was then overheard, by office employees, calling the F.B.I. and stating his problem to them in a loud manner and requested an agent be sent to our offices. This phone call was apparently disconnected as he began to repeat himself. He then called the State Police and again repeated his problem to them.

Mr. David Teller, an Account Executive, then tried to explain to him that a completed application was required but with no success. Mr. Gower continued a loud objection at which time I informed him that he was disrupting our office and asked him to leave. Mr. Gower refused this request and said we would have to get a cop.

Mr. Teller and myself then walked away from him. Mr. Gower remained in our reception area then left shortly thereafter stating that he would return.

/am

Boilermakers Lodge No. 154 Combined Funds

PHONE 261-5480

WEAVER ASSOCIATES, INC.
1700 THREE GATEWAY CENTER
PITTSBURGH, PA 15222

TO: Alexander Simakas
Fred Gualtieri

FROM: David J. Tellér
Account Executive

cc: Legal Counsel

DATE: June 16, 1982

At approximately 3:30 P.M. on Friday, June 11, 1982, I returned to our offices, having been out for several hours. I was told by our Receptionist that a man (later identified to me as French E. Gower) was on the phone in our main office area with the F.B.I., and that the man had been causing considerable trouble. I looked in on the office, saw that he was still on the phone and continued on to my own office.

Shortly thereafter, I heard a loud voice in the main office area and went to check on the disturbance. Mr. Gower was in a discussion with our Office Manager, Mr. Hawkins, and was using beligerent language in a loud manner. I was able to discern that the conversation concerned, at least in part, the Boilermaker Retirement Fund. Realizing that Mr. Hawkins is not totally familiar with Fund operation, rules and benefits, I asked if I could help. I should point out that at this time, I was totally unaware of Mr. Gower's previous discussions with Mrs. Dzura, Mr. Grose and Mr. Hawkins.

Mr. Gower calmed down some and explained to me that he was here to withdraw his Retirement money; since he had left the jurisdiction of Lodge 154 some time ago. I told him that all he had to do was complete an application and we would be glad to process it. Mr. Gower, becoming increasingly beligerent, told me his attorney had advised him not to complete the application and that he would not "sign away his rights". I told him that without an application there was nothing we could do.

At this point Mr. Gower demanded his Retirement money and became highly abusive and uncontrollable. I told him that the matter was closed from our standpoint and that if he wished to appeal our decision he or his attorney could so do by writing to the Board of Trustees. Mr. Gower said he was not leaving without his money and told me I "was not man enough"to make him.

Mr. Gower continued on with various threats and statements beginning to use the word "we" increasingly. Among his statements were:

1. "Other Boilermakers have gotten their money without an application and we know it."
2. "We know who you work for." (clearly referring to Mr. Gualtieri).
3. "You're all a bunch of thieves and we can prove it".

I did not respond to any of Mr. Gower's wild statements.

I reminded Mr. Gower of his appeal rights. He returned to our reception area saying he was not leaving until he got his money or the F.B.I. arrived. He remained in the reception area for a brief time. He left declaring that he would be back. He did not return.

Boilermakers Lodge No. 154 Combined Funds

PHONE 261-5460

WEAVER ASSOCIATES, INC.
1700 THREE GATEWAY CENTER
PITTSBURGH, PA 15222

TO: Alexander Simakas
Fred Gualtieri

FROM: Nancy Dzura
Claims Approver

cc: Fund Counsel

DATE: June 16, 1982

On Friday, June 11, 1982 at approximately 2:30 P.M. a man identifying himself as French E. Gower came to the reception area requesting to see someone about his Retirement Security account with Local 154 of the Boilermakers. I was summoned by the Receptionist to help him.

Mr. Gower had with him the approporiate application which had been mailed to him from our office in response to his request. He stated that he wished to withdraw the money from his account. I indicated that it was necessary for him to complete the application in order to begin the processing of his claim. He then became very angry and refused to comply on the grounds that his attorney had advised him that this application was illegal. He stated that his attorney's objection was that Mr. Gower's signature on this application would thereby preclude him from working again as a Boilermaker. I assured him that by completing the form he would in no way jeopardize any future employment. I advised him that because he had satisfied the requirements for withdrawing this money, a check would be mailed to him on the last working day of the month, providing that he would complete the application. At that point, he became extremely beligerent and stated that he was not signing the application and that he wanted his money immediately. He reiterated his attorney's objection and then began using abusive language. To avoid further confrontation, I advised him that he could not receive his money and then I walked away. James Hawkins, our Office Manager, then talked to him.

About 20 minutes later, upon still hearing Mr. Gower's voice, I went back to the reception area. Mr. Hawkins was still explaining the reason for the application and again, Mr. Gower refused to comply. This time he statedthat this money was being deducted illegally from his pay and that it rightfully belonged to him. He stated that he had it on good authority that the Fund was going bankrupt and he would lose his money. He alleged that the money was transferred illegally from Kansas City which constituted a direct violation of the Boilermaker by-laws. At this point, he asked to use the telephone to call the F.B.I. and the State Police to have the matter investigated. His request was denied. Mr. Hawkins then left to speak with Mr. Grose, our Vice President, while I continued to try and convince Mr. Gower to sign the application. After further considering his aversion to the application, I asked if he would agree to put his request in writing and sign his name. He was also vehemently opposed to this suggestion. Mr. Hawkins suggested that he talk with Mr. Grose and our conversation was terminated.

Mr. MAURIZI. These exhibits, Senator, were shown to members of your staff yesterday, and they are letters, signed letters and statements by various employer and union representatives who have had contact with Mr. Gower, as well as Weaver Associates, Inc., who administer the health, welfare, and pension funds and the local 154 retirement annuity fund. Now these records speak for themselves. These individuals are willing to support what they signed concerning incidents concerning Mr. French Gower when he has come in contact with them. There are numerous discharges cited by employers in various jobs that he went to, and other incidents. You judge for yourself, or your committee who reviews these records, judge for yourself the credibility of this gentleman.

The CHAIRMAN. We will certainly do that.

Mr. MAURIZI. I realize he has made many allegations over the years, no question about it, but not only against local 154—against numerous contractors, against the funds, you name it, he has done it, and they have responded with the statements signed by them and the record will speak for itself. It is just too voluminous to read into this record.

The CHAIRMAN. Well, we will be happy to look at them. Staff in the room say that you showed them the sheaf of papers but you didn't let them go through them yesterday.

Mr. MAURIZI. Oh, no; I had that on the desk and if he wanted to see those, he had every right to look at those. I informed him that I would submit those today. That's true.

The CHAIRMAN. I'm not finding any fault with that. I'm just saying they haven't been through them. That's all.

Mr. MAURIZI. Well, no; that's——

The CHAIRMAN. We will definitely go through them and we will——

Mr. MAURIZI. Here they are, and I suggested to your staff members that to read these today, this afternoon, there is not enough time because as you can see——

The CHAIRMAN. Wait a minute, now.

Mr. MAURIZI. It's quite thick, and it's from numerous contractors and numerous persons.

The CHAIRMAN. I'm wondering why we didn't have these 6 months ago when we interviewed Mr. Gower and when he appeared before the committee. It seems to me that's the time to give the committee this information.

Mr. MAURIZI. Well, you see, when Mr. Gower testified, Senator, and he made these wild allegations concerning local 154, we then began an investigation following that hearing. I believe it was the August hearing, if I am not mistaken, of 1983——

The CHAIRMAN. 1983.

Mr. MAURIZI [continuing]. That he testified, so it took us——

The CHAIRMAN. Well, this is almost a year later.

Mr. MAURIZI [continuing]. It took us a lot of time to get all of this information but, for whatever it is worth, here it is. We want this record to include it all. We have copies of it, so I trust the entire record, the printed record will show receipt of all these exhibits.

The CHAIRMAN. Without objection, we will place it in the record.

I presume you have a similar investigation of each other person who made allegations against the local, or is Mr. Gower the only one?

Mr. MAURIZI. We have some investigations that we have made concerning some of these incidents, yes.

The CHAIRMAN. Why don't we put all those papers in the record at this point, right now, as well?

Mr. MAURIZI. Well, I would like to take it, Senator, while the topic is——

The CHAIRMAN. Step-by-step?

Mr. MAURIZI. Yes; while the topic is presented.

The CHAIRMAN. All right. I'll be glad to put them in.

Mr. MAURIZI. All right; we can call this Garritan testimony, Frenchy Gower exhibits, and I beg the court reporter will identify them with alphabetized——

The CHAIRMAN. Do you know how many separate documents there are?

Mr. MAURIZI. A June 7, 1984, letter addressed to Mr. Peter Mulligan, Boilermakers local 154, from a Stephen C. Carpenter, Boilermakers lodge local 667; a March 21, 1980 letter directed Mr. Lawler, assistant business manager, subject, F.E. Gower, from Helen Schafer, assistant administrator, Boilermaker-Blacksmith National Pension Trust Fund——

The CHAIRMAN. We'll take your word for it. Let's just put them all in as exhibits.

Mr. MAURIZI. All right.

The CHAIRMAN. We'll make them Garritan exhibits 1 through whatever they are.

Mr. MAURIZI. OK.

The CHAIRMAN. We will leave the record open for Mr. Gower to respond to each of those allegations and make the record from there.

Mr. MAURIZI. Absolutely; we would like to hear from Mr. Gower concerning all of these matters.

The CHAIRMAN. Well, I'm sure you will. I have a feeling you will hear from Mr. Gower. [Laughter.]

Mr. MAURIZI. Mr. Gower and his wife.

The CHAIRMAN. Mr. Gower and his wife are here.

Mr. GARRITAN. Mr. Chairman, as president and business agent of local lodge——

The CHAIRMAN. Excuse me just one second. How long has Mr. Gower worked out of this local? Do you know?

Mr. MAURIZI. How long has French Gower worked out of this local?

The CHAIRMAN. Worked out of this particular local, if you can. Do you know?

Mr. GARRITAN. About 12 years, 15 years, somewhere.

The CHAIRMAN. Is that about right, 10 or 12 years, Mr. Gower?

Mr. GOWER. Incorrect.

The CHAIRMAN. Well, how long?

Mr. GOWER. Since 1968.

The CHAIRMAN. So you're saying about 16 years.

Mr. GOWER. That is correct.

The CHAIRMAN. OK.

Mr. MAURIZI. We will accept that.

The CHAIRMAN. Well, we are just saying approximately, we are just asking them for approximate things.

Okay. Go ahead, Mr. Garritan.

Mr. GARRITAN. Mr. Chairman, as president and business agent of 154 I have listened to these false and maligned statements by the same group of dissident members, which consists of the Boring brothers, Mr. Gower, Mr. Stockdill, Mr. Kardos, Mr. Sarambo, Mr. Shirley, and a few more for a period of 1 year with these hearings and for 7 or 8 years with the Labor Board.

Local 154 has been dispatching men to job sites since its charter was granted on November 7, 1894. I have personally known the last five business managers. I have known Mr. Gualtieri since 1947 when I was 13 years old. In fact, the business manager preceding Mr. Gualtieri was my father, Louis J. Garritan, who died in the office in 1965 at age 53. At that time Fred Gualtieri was the secretary-treasurer and subsequently elected business manager, running a very effective and efficient local union.

To the best of my recollection, in the tenure of these business managers there were very few charges or accusations made by any member until the last 7 or 8 years when the aforesaid individuals came into the juridiction of Local 154. I think the records of these business managers clearly indicate that they had one thing in common—they treated everyone as equally and fairly as their qualifications allowed.

There is no place in the union movement for personal vendettas and animosity to members by officers of the union or by members toward their officers. Statistics would show if you deprive a member of work you are, 9 times out of 10, hurting his family, who depend on him through his business manager or his business agent. I know that this is something that I or any other officer of lodge 154 would not be able to live with.

Mr. Chairm'an, we are not the guys in the black hat, as people have presented or have alleged. Our record in Pennsylvania, Ohio, and West Virginia with our members, contractors, utilities, and manufacturing companies, speaks for itself. All you have to do is check with these companies and these people.

In closing, Senator, I would like to thank you for the opportunity to make this statement on behalf of my local lodge 154.

The CHAIRMAN. Well, thank you, Mr. Garritan.

We will now turn to Mr. James Quinn, who is the secretary-treasurer and assistant business manager of the Boilermakers local lodge No. 154 in Pittsburgh, PA. We're happy to have you here, Mr. Quinn, and we will take your testimony at this time.

Mr. QUINN. Pardon me.

The CHAIRMAN. You can stay right there. Just use that mike, or either way.

Mr. QUINN. I want to say with my friend.

The CHAIRMAN. Oh, I see; that's fine. I understand.

STATEMENT OF JAMES P. QUINN, SECRETARY-TREASURER AND ASSISTANT BUSINESS MANAGER, BOILERMAKERS LOCAL LODGE 154, PITTSBURGH, PA

Mr. **Quinn**. My name is James Quinn, and I am a member of Boilermakers local union 154, Pittsburgh, PA. I have been a member in good standing for 35 years, and the financial secretary-treasurer and assistant business manager for the past 18 years.

First of all, I feel it incumbent on me as an officer of Local 154 to respond to the unsubstantiated allegations made by Mr. Crawford and his clients when they testified at these hearings, and also to you, Mr. Chairman, for your continued use of the word "illegal." Senator, the word "illegal" is a conclusion on your part and a blatant attempt to convince the news media into thinking something illegal was going on without first hearing both sides of the story. To this, Senator, I strongly object.

At this time I would like to offer a number of exhibits into the record:

No 1, the constitution of the International Brotherhood of Boilermakers, as revised and adopted at the 26th consolidated convention held in Chicago, IL, August 24 through August 28, 1981.

The **Chairman**. Without objection, we will enter that into the record at this point.

Mr. **Quinn**. Exhibit No. 2 is an official application for membership.

The **Chairman**. We will enter that into the record, without objection.

Mr. **Quinn**. Exhibit No. 3, a traveling card.

The **Chairman**. Without objection.

Mr. **Quinn**. Exhibit No. 4, a list of transfers into Lodge 154.

The **Chairman**. Without objection.

Mr. **Quinn**. Exhibit No. 5, a form transfer card.

The **Chairman**. Without objection.

[Exhibits of Mr. Quinn follow:]

Quinn exhibit #1

Excerpts From . . .

CONSTITUTION
of the
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS

Affiliated with the
American Federation of Labor and
Congress of Industrial Organizations

International Headquarters
New Brotherhood Building
Eighth Street and State Avenue
Kansas City, Kansas 66101

As revised and adopted at the
Twenty-Sixth Consolidated Convention
held in
Chicago, Illinois
August 24-28, 1981

* * * * * * *

ARTICLE XXV

MEMBERSHIP

Qualifications

Section 1. An applicant for membership in this Brotherhood shall be one who has reached the minimum working age prescribed by statutory laws regardless of race, creed, color, sex or national origin and who is working at some branch of the trade or employed in a shop, plant or industrial facility where the International Brotherhood has jurisdiction at the time of making application as provided in Article XI of this Constitution and who if a former member has been suspended from membership for non-payment of dues for more than sixty (60) continuous months.

No applicant for membership shall be considered eligible who is a member of the Communist Party or of any other subversive group or who subscribes to the doctrines of any such groups or who is not working within the jurisdiction of the Local Lodge processing the application for membership.

No applicant shall be admitted to membership if such applicant is found to hold membership in any other International Union engaged in the construction industry, where jurisdiction claims infringe on this Brotherhood.

An applicant shall become a member of the International Brotherhood when his signed application and fee are received and approved by the International President and recorded in the office of the International Secretary-Treasurer. This provision shall not apply to any applicant who has a penalty standing against him in any

Local Lodge and such penalty must be cleared before such application is accepted and recorded.

Application

Section 2. All applications for membership shall be made on official forms furnished by the International Secretary-Treasurer, must indicate the applicant's Social Security number, be signed by the applicant and attested to by the Secretary-Treasurer of the Local Lodge. Such applications shall be for Mechanic, Helper, Apprentice, Trainee (where such classification is in the applicable labor agreement), Production Worker or Office-Professional-Technical Worker as shall be determined by the Local Lodge.

Change of Classification

Section 3. Requests for changes in classification shall be made on forms furnished by the International Secretary-Treasurer and upon approval by the Secretary-Treasurer of the Local Lodge shall be forwarded by him to the International Secretary-Treasurer.

Apprenticeship

Section 4. Apprenticeship qualifications, rules and ratio shall be as set forth under bona fide collective bargaining agreements or by Area Apprenticeship Committees and/or the National Apprenticeship Board.

* * * * * * *

ARTICLE XXXI

TRAVELING CARDS

Issuance of Traveling Cards

Section 1. Any member leaving the jurisdiction of his Local Lodge for employment elsewhere shall apply for a Traveling Card to the Secretary-Treasurer of the Local Lodge who shall issue such Traveling Card to such member only after clearing through the Business Manager's office where one is maintained. Such Traveling Card shall serve as an identification card for the member and shall entitle him to recognition as a member in good standing when accompanied by an official paid up dues receipt signed by the Secretary-Treasurer of the Local Lodge issuing such card.

A member on a Traveling Card shall maintain his membership in the Local Lodge from which such card was obtained and shall retain all rights of membership in that Lodge including the right to run for and hold office, vote and participate in the meetings of said Lodge subject to the provisions of Article XXVI, Sections 4 and 6 of this Constitution. Such members may attend other Local Lodge meetings in the area where they are traveling or working but without right to voice or vote.

All Traveling Cards shall be supplied by the International Secretary-Treasurer and upon being issued by the Secretary-Treasurer of the Lodge shall coincide with dues receipts in all particulars.

A Traveling Card shall not be issued to any member until all fines, assessments, dues, District Lodge dues and field dues have been paid for the month in which such card is issued.

Deposit of Traveling Cards

Section 2. A member on a Traveling Card securing employment under the jurisdiction of any Lodge shall immediately deposit said card with the Business Manager where such office exists or in the absence of such office with the Secretary-Treasurer of the Lodge. Such officer shall accept the Traveling Card and it shall be held for the period of the member's employment in the jurisdiction of the Lodge subject to the provisions of Section 3 of this Article.

Return of Traveling Card

Section 3. At any time that a member on a Traveling Card loses his employment in the area within the jurisdiction of the Local Lodge where his Traveling Card is being held, the Secretary-Treasurer of such Lodge shall return the Traveling Card to such member if he has determined that all financial obligations to the Brotherhood have been paid, and if any such obligations have not been paid, the Secretary-Treasurer shall return such card to the Secretary-Treasurer of the Local Lodge from which such card was obtained who shall collect the indebtedness from said member and forward the monies to the Local Lodge where the financial obligations occurred.

Maintenance of Membership

Section 4. It shall be the duty of the Local Lodge holding a member's Traveling Card to see that he maintains his membership obligations. A member on a Traveling Card shall pay field dues as set forth in the approved By-Laws of the Local and/or District Lodge under whose jurisdiction he is working.

Reciprocal Agreements

Section 5. The issuance, deposit and acceptance of Traveling Cards as required by this Article shall not apply where reciprocal working agreements, which have been approved by the International President, exist between subordinate bodies. Where circumstances warrant, the International President is authorized to establish reciprocal working agreements.

ARTICLE XXXII

TRANSFER OF MEMBERSHIP

Section 1. (a) A member working in the jurisdiction of a Local Lodge on a Traveling Card may at any time apply for transfer of membership to the Lodge in which the Traveling Card is deposited and such Lodge may accept such transfer application by vote of the membership or as prescribed in approved Lodge By-Laws.

(b) A Lodge shall automatically accept an application for a transfer of membership when: (i) the member has worked under the jurisdiction of the Lodge for a period of 8000 hours during which period his Traveling

Card has been on deposit with the Lodge; and (ii) the member can demonstrate that his permanent residence is located in a place within the Lodge's geographical jurisdiction.

(c) Unless otherwise provided in approved Lodge By-Laws, a member on a Traveling Card who has had said card on deposit in a Lodge for ninety (90) days may be required to transfer his membership into such Lodge. If it is so determined, it shall be the duty of the member to request transfer of such membership.

(d) A Transfer Card shall not be issued for any member until all fines, assessments, dues, District Lodge dues and field dues have been paid for the month in which such card is issued.

Section 2. When a transfer of membership is made from one Local Lodge to another, the Secretary-Treasurer of the Local Lodge receiving such transfer shall immediately notify the International Secretary-Treasurer of such transfer. The International Secretary-Treasurer shall furnish Local Lodges Transfer Cards in such form as may be required to obtain the necessary information concerning the member.

ARTICLE XXXIII

WITHDRAWAL, TEMPORARY SEVERANCE, SERVICE AND RETIREMENT CARDS

Issuance of Withdrawal Cards

Section 1. A member who desires to withdraw from the International Brotherhood of Boilermakers, Iron

Shipbuilders, Blacksmiths, Forgers and Helpers for the purpose of going into business or entering another occupation not coming under the established work jurisdiction of any division of the International Brotherhood shall make application for a Withdrawal Card to the Local Lodge of which he is a member. The Local Lodge shall grant such member a Withdrawal Card provided he has been a member in good standing in the International Brotherhood for at least three (3) months and has no indebtedness against him in the Local Lodge.

Withdrawal cards must be renewed after being in effect for a period of six (6) months but less than sixty (60) months. The cost of such renewal shall be Five Dollars ($5.00) of which Two Dollars and Fifty Cents ($2.50) shall be retained by the Local Lodge. The initial renewal period, and all subsequent renewals, shall be for a period of sixty (60) months from the last month of issuance.

Withdrawal Cards shall be prepared in triplicate form: one (1) part shall be issued to the member withdrawing, one (1) part shall be deposited in the records of the Local Lodge, and the third part shall be forwarded to the International Secretary-Treasurer for recording at International Headquarters. The cost of the Withdrawal Card shall be in an amount equal to two (2) times the Withdrawal Card charge set forth in Article XII, Section 2(a) or 2(b) of this Constitution with the Local Lodge and the International Brotherhood to share equally in this amount. Any deviation from this Section must have the approval of the International President.

Deposit of Withdrawal Cards

Section 2. (a) A former member holding a Withdrawal Card, who returns to employment within the established work jurisdiction of the International Brotherhood in either an organized or unorganized facility, shall immediately deposit such Withdrawal Card with the Business Manager or Secretary Treasurer of the Local Lodge having territorial jurisdiction over the facility. Failure on the part of a former member to deposit the Withdrawal Card shall cause it to be automatically cancelled or revoked.

(b) Any former member, who has held a Withdrawal Card for six (6) months or less, shall pay to the Local Lodge in which the Withdrawal Card is deposited all dues and assessments which have accrued since the issuance of the Withdrawal Card; and if the former member has held such Withdrawal Card for more than six (6) months, he shall pay one (1) month's dues and assessments, if any, for the month in which the Withdrawal Card is deposited.

(c) After the Withdrawal Card is accepted, it with a completed application for membership shall be forwarded to the International Secretary-Treasurer together with the Per Capita Tax for each month for which the Withdrawal Card has been held for six (6) months or less. If the Withdrawal Card has been held for more than six (6) months, the application shall be accompanied by one (1) month's Per Capita Tax.

(d) The official monthly receipt for the month in which the Withdrawal Card is recorded deposited shall be issued by the International Secretary-Treasurer and forwarded to the Local Lodge Secretary-Treasurer. Upon issuance of the official receipt by the International Secretary-Treasurer, the member shall be entitled to all the benefits and privileges of the International Brotherhood provided for in this Constitution.

Temporary Severance Cards

Section 3. **(a)** In special situations where warranted, the International President shall be empowered to authorize Local Lodges with shipbuilding and/or industrial plant jurisdiction to issue Temporary Severance Cards to members involuntarily unemployed under such conditions as he may prescribe.

(b) Any member for whom a Temporary Severance Card is issued shall not be entitled to any right or benefit accruing from membership in the International Brotherhood during the period that such Temporary Severance Card is in force and effect.

(c) A member who holds a Temporary Severance Card, on returning to work at the trade, shall immediately deposit such Temporary Severance Card with the Business Manager or Secretary-Treasurer of the Lodge which issued such Temporary Severance Card.

(d) Temporary Severance Cards must be renewed after being in effect for a peiod of six (6) months but less than sixty (60) months. The cost of such renewal shall be Five Dollars ($5.00) of which Two Dollars and Fifty Cents ($2.50) shall be retained by the Local Lodge. The initial renewal period, and all subsequent renewals, shall be for a period of sixty (60) months from the last month of issuance.

Issuance of Service Cards

Section 4. Any member of the International Brotherhood who enters the armed forces shall, upon application to the Secretary-Treasurer of his Local Lodge, receive a Service Card. The said Service Card shall provide for continuous membership standing for so long as such member shall remain in the armed forces.

Deposit of Service Cards

Section 5. Any member of the International Brotherhood who has received a Service Card shall, within ninety (90) days of retirement or discharge from the armed forces and regardless of employment status, present his Service Card and discharge from the armed forces to the Secretary-Treasurer of the issuing Local Lodge and sign an application for membership and pay one (1) month's dues. The Secretary-Treasurer shall forward such application, with Service Card and proof of discharge, together with one (1) month's Per Capita Tax to the International Secretary-Treasurer who shall issue a current monthly dues receipt.

Retired Member's Card

Section 6. Members of the International Brotherhood who have been in continuous good standing for at least twenty-five (25) years and who are:

(i) retired and receiving a pension under the Social Security Act, Railroad Retirement Act or other Governmental legislation; or

(ii) retired and receiving a pension under a collective bargaining agreement negotiated by the International Brotherhood or a subordinate body; or

(iii) disabled and receiving a disability benefit under The Social Security Act, Railroad Retirement Act or other Governmental legislation;

may be exempt from payment of dues provided such members apply for exemption through their Local Lodge and the same is approved by the International President. When approved, the International President shall issue a life time membership card to such member, same to remain valid as long as the member is retired from all gainful employment under the provisions of (i), (ii) or (iii) above.

Retired exempt members will be permitted to attend Local Lodge meetings without voice or vote and, if requested by the International Brotherhood or Local Lodge, may act in any official capacity.

ARTICLE XXXIV

SALARY ADJUSTMENTS

All salaries set forth in Articles VII, VIII and IX of this Constitution shall be adjusted January 1, 1982 and each year thereafter by an amount equal to the percentage increase in average hourly earnings in manufacturing issued by the Bureau of Labor Statistics for the twelve (12) month period, July to July, immediately preceding said date.

* * * * * * *

Quinn exhibit #2

Name.................................... Lodge No....................

Record of Installment Payments

Amount Paid.................... Amount Paid....................
Date.................... Date....................

Amount Paid.................... Amount Paid....................
Date.................... Date....................

Full Amount Collected $....................

Received by....................

Date....................

Official Application For Membership

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

AFL-CIO

EXHIBIT

Lodge No..................... **Full Amount Collected $**.................... **Date**....................

Name.................................... **S. S. No.**....................

Address....................
(Street) (City) (State or Province) (Zip Code)

Birth....................
(Place) (Month) (Day) (Year)

Employed by....................

Initiation ☐
Reinstatement ☐
Deposit of: **Withdrawal Card** ☐
Temp. Severance Card ☐
Service Card ☐

Present Classification
Mechanic ☐ **Production Worker** ☐
Helper ☐
Apprentice ☐ **Trainee** ☐
Office - Professional - Technical Worker ☐

Following information necessary, if a former member

Date Initiated.................... **Lodge No.**.................... **Register No.**....................

Date Last Paid.................... **Lodge No.**.................... **Classification**....................

I understand I am not to become a member or entitled to any right or benefit as a member until my application has been received and approved by the office of the International President and recorded in the office of the International Secretary-Treasurer. I hereby authorize the International Brotherhood or a subordinate body thereof to represent me in all matters pertaining to wages, hours and working conditions, and I agree to abide by the laws of the International Brotherhood and such subordinate body.

Personal Signature of Applicant

ATTEST:.................... ....
(Secretary-Treasurer) (Give Full Christian Name — Not Initials)

Lodge No..................... **Date**....................

Revised 9-1-77

Quinn exhibit #3

MEMBER'S COPY Serial No. 5057

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS—AFL-CIO

EXHIBIT

TRAVELING CARD

Know ye by these presents that

______________________ Register No. ____________

Member's Name

is a member in good standing of Local Lodge ____________ as indicated below and SHALL be recognized upon presentation of this Traveling Card and current official monthly dues receipt.

Date of Issue Local Lodge Secretary-Treasurer (or other authorized officer)

44 Revised 9-1-77

ISSUING LODGE COPY Serial No. 5057

(Lodge issuing Traveling Card MUST maintain this record so long as member is on Traveling Card.)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS—AFL-CIO

EXHIBIT

TRAVELING CARD

Know ye by these presents that

______________________ Register No. ____________

Member's Name

is a member in good standing of Local Lodge ____________ as indicated below and SHALL be recognized upon presentation of this Traveling Card and current official monthly dues receipt.

Date of Issue Local Lodge Secretary-Treasurer (or other authorized officer)

44 Revised 9-1-77

Quinn exhibit #4

International Brotherhood of
BOILERMAKERS · IRON SHIP BUILDERS
TELEPHONE AREA CODE 412
343-3072

Local 154
BLACKSMITHS · FORGERS & HELPERS
1221 BANKSVILLE ROAD
PITTSBURGH, PENNSYLVANIA 15216

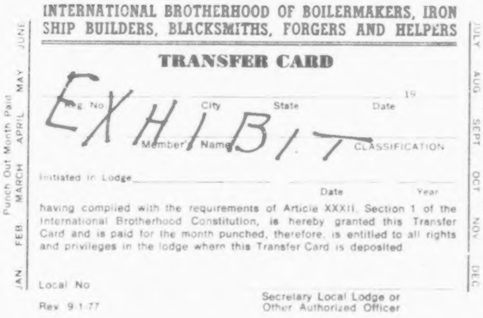
YEAR MEN TRANSFERRED INTO LOCAL #154

1940	NONE
1941	NONE
1942	1
1943	NONE
1944	NONE
1945	NONE
1946	1
1947	6
1948	7
1949	1
1950	2
1951	NONE
1952	4
1953	NONE
1954	1
1955	1
1956	1
1957	7
1958	2
1959	46
1960	22
1961	NONE
1962	NONE
1963	NONE
1964	NONE
1965	1
1966	2
1967	1
1968	1
1969	NONE
1970	5
1971	2
1972	51
1973	85
1974	61
1975	40
1976	48
1977	108
1978	199
1979	103
1980	50
1981	19
1982	3
1983	

LOCAL LODGE	LOCATION	NUMBER TRANSFERRED
4	LODGE DELETED	1
7	BUFFALO, NEW YORK	1
27	ST. LOUIS, MISSOURI	1
67	BROOKLYN, NEW YORK	2
72	PORTLAND, OREGON	2
85	TOLEDO, OHIO	2
101	DENVER, COLORADO	1
104	SEATTLE, WASHINGTON	1
105	CHILLICOTHE, OHIO	1
128	TORONTO, CANADA	1
151	ERIE, PENNSYLVANIA	5
169	DETROIT, MICHIGAN	1
175	OSWEGO, NEW YORK	26
199	LODGE DELETED	1
271	MONTREAL, CANADA	21
300	PHILADELPHIA, PENNSYLVANIA	1
316	NEWARK, NEW JERSEY	5
318	PITTSBURGH, PENNSYLVANIA	2
329	PHILADELPHIA, PENNSYLVANIA	29
358	LORAIN, OHIO	3
363	EAST ST. LOUIS, ILLINOIS	1
433	TAMPA, FLORIDA	5
577	CORPUS CHRISTI, TEXAS	1
587	ORANGE, TEXAS	1
592	TULSA, OKLAHOMA	2
614	NEW LONDON, CONNECTICUT	7
627	PHOENIX, ARIZONA	1
636	TITUSVILLE, PENNSYLVANIA	139
638	PERTH AMBOY, NEW JERSEY	3
651	MEDFORD, MASSACHUSETTS	1
659	WARREN, PENNSYLVANIA	11
667	CHARLESTON, WEST VIRGINIA	7
679	CHATTANOOGA, TENNESSEE	1
687	CHARLESTON, SOUTH CAROLINA	67
693	PASCAGOULA, MISSISSIPPI	6

LOCAL LODGE	LOCATION	NUMBER TRANSFERRED
732	SAN DIEGO, CALIFORNIA	1
744	CLEVELAND, OHIO	10
747	MC KEES ROCKS, PENNSYLVANIA	1
801	CAMDEN, NEW JERSEY	80
802	CHESTER, PENNSYLVANIA	2
804	CHESTER, PENNSYLVANIA	1
805	JACKSONVILLE, FLORIDA	1
906	DONORA, PENNSYLVANIA	14
NTD	INTERNATIONAL	393
44 DIFFERENT LOCALS	TOTAL	863

Quinn exhibit #5



INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

TRANSFER CARD

EXHIBIT

Reg. No. City State Date 19

Member's Name CLASSIFICATION

Initiated in Lodge Date Year

having complied with the requirements of Article XXXII, Section 1 of the International Brotherhood Constitution, is hereby granted this Transfer Card and is paid for the month punched, therefore, is entitled to all rights and privileges in the lodge where this Transfer Card is deposited

Local No

Secretary Local Lodge or Other Authorized Officer

Rev. 9-1-77

Punch Out Month Paid
JAN. FEB. MARCH APRIL MAY JUNE
JULY AUG. SEPT. OCT. NOV. DEC.
Punch Out Month Paid

Mr. QUINN. Now, sir, I would like to give a brief summary of each.

The CHAIRMAN. We will admit the summaries as well.

Mr. QUINN. Exhibit No. 1, membership qualifications, article 25, section 1, pages 102-103; I will read this short section into the record:

> Section 1, membership qualifications: An applicant for membership in this Brotherhood shall be one who has reached the minimum working age prescribed by statutory laws regardless of race, creed, color, sex, or origin and who is working at some branch of the trade or employed in a shop, plant, or industrial facility where the International Brotherhood has jurisdiction at the time of making application, as provided in Article 11 of this constitution, and who, if a former member, has been suspended from membership for nonpayment of dues for more than 60 continuous months.
>
> No applicant for membership shall be considered eligible who is a member of the communist party or any other subversive groups or who subscribes to the doctrines of any such groups or who is not working within the jurisdiction of the local lodge processing the application for membership.
>
> No applicant shall be admitted to membership if such applicant is found to hold membership in any other international union engaged in the construction industry, where jurisdiction claims infringe on this Brotherhood.
>
> An applicant shall become a member of the International Brotherhood when his signed application and fee are received and approved by the International president and recorded in the office of the International secretary-treasurer. This provision shall not apply to any applicant who has a penalty standing against him in any local lodge, and such penalty must be cleared before such application is accepted and recorded.

Exhibit No. 2 is the official application for membership form. Prior to signing by the applicant there is a stipulation. At this time I would like to quote that stipulation:

> I understand I am not to become a member or entitled to any rights or benefits as a member until my application has been received and approved by the office of the International president and recorded in the office of the International secretary-treasurer. I hereby authorize the International Brotherhood or a subordinate body thereof to represent me in all matters pertaining to wages, hours, and working conditions, and I agree to abide by the laws of the International Brotherhood and such subordinate body.

After hearing this, Senator, how can Mr. Shirley's testimony on June 29, 1983—where he said, and I quote, "An hour after I got there, I was on my way back home with a book." How could this have any credence? I challenge Mr. Shirley's testimony in this regard.

Exhibit No. 3 is a traveling card. This card is issued to members who wish to leave the local area in order to seek employment within another local jurisdiction. Complete rules on traveling cards can be found on pages 124, 125, and 126 of the international constitution, exhibit 1. If you like, I will read the article into the record, or you may refer to the article.

The CHAIRMAN. We will refer to the article.

Mr. QUINN. Speaking now as the financial secretary of local 154, in my tenure of this office I say to this committee, we have never processed an application for membership for anyone who was not a graduate apprentice or who was not in compliance with the Pittsburgh plan affirmative action program, or in the organizing of new shops or in the hiring of people in signatory shops. At no time, Senator, did we ever charge more than the initiation fee which was set forth in the International constitution.

Construction work across the country fluctuates and, as a result, the construction worker is required to travel if he wants to remain working. We in the Pittsburgh area had been blessed with an overabundance of work from the year 1972 through 1979 and, as a result, we were forced to increase the size of our local from about 500 to about 1,200 members. Unfortunatly, the bubble broke and we are now experiencing chronic unemployment.

Several of our members have requested traveling cards and were given them in order that they may seek employment in other jurisdictions. At this time I would like to submit a list of all the transfers into local 154 from the year 1940 to 1983, with the names and numbers of all the locals from which they transferred.

The CHAIRMAN. Without objection, we will put that in the record.

Mr. QUINN. To summarize this list, 470 persons transferred from 43 different local lodges, and 373 persons transferred from the NTD Division into local 154. I offer this as exhibit 4.

The CHAIRMAN. Exhibit 4 has been admitted into the record.

Mr. QUINN. Exhibit 5 deals with the transfer of membership. This is covered under article 32, section 1, (a), (b), (c), and (d) and also section 2. At this time I would like to read this article into the record:

> A member working in the jurisdiction of a local lodge on a traveling card may at any time apply for transfer of membership to the lodge in which the traveling card is deposited, and such lodge may accept such transfer application by vote of the membership or as prescribed in the approved bylaws. A local lodge shall automatically accept an application for a transfer of membership when the member has worked under the jurisdiction of the lodge for a period of 8,000 hours, during which time his traveling card has been on deposit with the lodge and the member can demonstrate his permanent residence is located in a place within the lodge's geographical jurisdiction.
>
> Unless otherwise provided in approved lodge bylaws, a member on a traveling card who has had said card on deposit in a lodge for 90 days may be required to transfer his membership into such lodge. If it is so determined, it shall be the duty of the member to request transfer of such membership.
>
> A transfer card shall not be issued for any member until all fines, assessments, dues, district lodge dues, and field dues have been paid for the month in which such card is issued.

Now, Mr. Chairman, gentlemen of the hearing committee, this concludes any information I have on the subject of application for membership and transfer of membership. However, I have a few comments to make regarding accusations made by Mr. Crawford against me, and I certainly would be remiss in my duties as an officer of local 154 if I did not respond to some of the innuendos made by you in regard to local 154.

It seems, Senator, that every time a witness testified against local 154 you have seen fit to comment on the bravery of these men for testifying in fear of their lives. This is sheer nonsense. These NTD witnesses have been working for many years in the jursdiction of local 154 and no harm has come to them. We are a democratic local and pride ourselves on one of the most informed memberships in the International Brotherhood. Our members are hardworking people who do not deserve these disparaging allegations cast upon them at this Senate hearing. Senator, we all realize this is a hard, tough world we live in and we are going to be subjected to some hard knocks, but this kind of mudslinging and character assassination is totally unjustified.

I have noticed throughout the Senate hearings which I have attended that the persons making all the accusations against Boilermakers Lodge 154 consist of the Borings, French Gower, a few of their close friends, and their attorney, Tom Crawford. Out of approximately 1,200 members of our local union, we are proud to state that those who criticize our actions constitute a very small minority. We accept criticisms from persons who speak the truth and present the facts in support of what they say. We cannot tolerate exaggerations, distortions, misrepresentations of fact, and we will fight to the end to defend our position.

With the submission of these exhibits and the statements that I have made, I will try to answer any questions you may have. Thank you for permitting me to testify before this committee.

[The prepared statement of Mr. Quinn follows:]

STATEMENT OF JAMES QUINN
SECRETARY-TREASURER, ASSISTANT BUSINESS MANAGER
BOILERMAKERS LOCAL LODGE NO. 154, PITTSBURGH, PA.

GOOD MORNING MR. CHAIRMAN AND MEMBERS OF THE COMMITTEE ON LABOR AND HUMAN RESOURCES.

MY NAME IS JAMES QUINN AND I AM A MEMBER OF BOILERMAKERS UNION LOCAL 154, PITTSBURGH, PENNSYLVANIA. I HAVE BEEN A MEMBER IN GOOD STANDING FOR 35 YEARS, AND THE FINANCIAL SECRETARY-TREASURER AND ASSISTANT BUSINESS MANAGER FOR THE PAST 18 YEARS.

FIRST OF ALL, I FEEL IT INCUMBENT ON ME AS AN OFFICER OF LOCAL 154 TO RESPOND TO THE UNSUBSTANTIATED ALLEGATIONS MADE BY MR. CRAWFORD AND HIS CLIENTS WHEN THEY TESTIFIED AT THESE HEARINGS AND, ALSO, TO YOU, MR. CHAIRMAN, FOR YOUR CONTINUED USE OF THE WORD "ILLEGAL". SENATOR, THE WORD "ILLEGAL" IS A CONCLUSION ON YOUR PART AND A BLATANT ATTEMPT TO CONVINCE THE NEWS MEDIA INTO THINKING THAT SOMETHING ILLEGAL WAS GOING ON WITHOUT FIRST HEARING BOTH SIDES OF THE STORY. TO THIS, SENATOR, I STRONGLY OBJECT.

AT THIS TIME I WOULD LIKE TO OFFER A NUMBER OF EXHIBITS INTO THE RECORD.

NO. 1, THE CONSTITUTION OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, AS REVISED AND ADOPTED AT THE 26th CONSOLIDATED CONVENTION, HELD IN CHICAGO, ILLINOIS, AUGUST 24 THROUGH AUGUST 28, 1981.

EXHIBIT NO. 2, AN OFFICIAL APPLICATION FOR MEMBERSHIP FORM.

EXHIBIT NO. 3, A TRAVELLING CARD.

EXHIBIT NO. 4, A LIST OF TRANSFERS INTO LODGE 154.

EXHIBIT NO. 5, A FORM TRANSFER CARD.

A BRIEF SUMMARY TO EACH EXHIBIT:

EXHIBIT NO. 1 - MEMBERSHIP QUALIFICATION, ARTICLE XXV, SECTION, 1, PAGES 102-103. I WILL READ THIS SHORT SECTION INTO THE RECORD:

"SECTION 1, MEMBERSHIP QUALIFICATIONS: AN APPLICANT FOR MEMBERSHIP IN THIS BROTHERHOOD SHALL BE ONE WHO HAS REACHED THE MINIMUM WORKING AGE PRESCRIBED BY STATUTORY LAWS REGARDLESS OF RACE, CREED, COLOR, SEX OR ORIGIN AND WHO IS WORKING AT SOME BRANCH OF THE TRADE OR EMPLOYED IN A SHOP, PLANT OR INDUSTRIAL FACILITY WHERE THE INTERNATIONAL BROTHERHOOD HAS JURISDICTION AT THE TIME OF MAKING APPLICATION AS PROVIDED IN ARTICLE XI OF THIS CONSTITUTION AND WHO,IF A FORMER MEMBER, HAS BEEN SUSPENDED FROM MEMBERSHIP FOR NON-PAYMENT OF DUES FOR MORE THAN SIXTY (60) CONTINUOUS MOHTHS.

NO APPLICANT FOR MEMBERSHIP SHALL BE CONSIDERED ELIGIBLE WHO IS A MEMBER OF THE COMMUNIST PARTY OR OF ANY OTHER SUBVERSIVE GROUP OR WHO SUBSCRIBES TO THE DOCTRINES OF ANY SUCH GROUPS OR WHO IS NOT WORKING WITHIN THE JURISDICTION OF THE LOCAL LODGE PROCESSING THE APPLICATION FOR MEMBERSHIP.

NO APPLICANT SHALL BE ADMITTED TO MEMBERSHIP IF SUCH APPLICANT IS FOUND TO HOLD MEMBERSHIP IN ANY OTHER INTERNATIONAL UNION ENGAGED IN THE CONSTRUCTION INDUSTRY, WHERE JURISDICTION CLAIMS INFRINGE ON THIS BROTHERHOOD.

AN APPLICANT SHALL BECOME A MEMBER OF THE INTERNATIONAL BROTHERHOOD WHEN HIS SIGNED APPLICATION AND FEE ARE RECEIVED AND APPROVED BY THE INTERNATIONAL PRESIDENT AND RECORDED IN THE OFFICE

OF THE INTERNATIONAL SECRETARY-TREASURER. THIS PROVISION SHALL NOT APPLY TO ANY APPLICANT WHO HAS A PENALTY STANDING AGAINST HIM IN ANY LOCAL LODGE AND SUCH PENALTY MUST BE CLEARED BEFORE SUCH APPLICATION IS ACCEPTED AND RECORDED."

EXHIBIT No. 2 IS THE OFFICIAL APPLICATION FOR MEMBERSHIP FORM. PRIOR TO SIGNING BY THE APPLICANT THERE IS A STIPULATION. I QUOTE THE STIPULATION:

> "I UNDERSTAND I AM NOT TO BECOME A MEMBER OR ENTITLED TO ANY RIGHTS OR BENEFITS AS A MEMBER UNTIL MY APPLICATION HAS BEEN RECEIVED AND APPROVED BY THE OFFICE OF THE INTERNATIONAL PRESIDENT AND RECORDED IN THE OFFICE OF THE INTERNATIONAL SECRETARY. I HEREBY AUTHORIZE THE INTERNATIONAL BROTHERHOOD OR A SUBORDINATE BODY THEREOF TO REPRESENT ME IN ALL MATTERS PERTAINING TO WAGES, HOURS AND WORKING CONDITIONS AND I AGREE TO ABIDE BY THE LAWS OF THE INTERNATIONAL BROTHERHOOD AND SUCH SUBORDINATE BODY."

AFTER HEARING THIS, GENTLEMEN, HOW CAN MR. SHIRLEY'S TESTIMONY ON JUNE 29, 1983, WHERE HE SAID: "AN HOUR AFTER I GOT THERE, I WAS ON MY WAY BACK HOME WITH A BOOK", HAVE ANY CREDENCE? I CHALLENGE MR. SHIRLEY'S TESTIMONY IN THIS REGARD.

EXHIBIT NO. 3 IS A TRAVELING CARD. THIS CARD IS ISSUED TO MEMBERS WHO WISH TO LEAVE THE LOCAL AREA IN ORDER TO SEEK

EMPLOYMENT WITHIN ANOTHER LOCAL JURISDICTION. COMPLETE RULES ON TRAVELING CARDS CAN BE FOUND ON PAGES 124, 125 AND 126 OF THE INTERNATIONAL CONSTITUTION. [EXHIBIT NO. 1] IF YOU LIKE, I WILL READ THE ARTICLE XXXI INTO THE RECORD, OR, YOU MAY REFER TO THE ARTICLE.

SPEAKING NOW AS THE FINANCIAL SECRETARY OF LOCAL 154, IN MY TENURE OF THIS OFFICE I SAY TO THIS COMMITTEE, WE HAVE NEVER PROCESSED AN APPLICATION FOR MEMBERSHIP FOR ANYONE WHO WAS NOT A GRADUATE APPRENTICE OR WHO WAS NOT IN COMPLIANCE WITH THE PITTSBURGH PLAN AFFIRMATIVE ACTION PROGRAM, OR IN THE ORGANIZING OF NEW SHOPS OR IN THE HIRING OF NEW PEOPLE IN SIGNATORY SHOPS. AT NO TIME DID WE EVER CHARGE MORE FOR AN INITIATION FEE THAN THAT WHICH WAS SET FORTH IN THE INTERNATIONAL CONSTITUTION.

CONSTRUCTION WORK ACROSS THE COUNTRY FLUCTUATES AND, AS A RESULT, THE CONSTRUCTION WORKER IS REQUIRED TO TRAVEL IF HE WANTS TO REMAIN WORKING. WE IN THE PITTSBURGH AREA HAD BEEN BLESSED WITH AN OVER ABUNDANCE OF WORK, FROM THE YEAR OF 1972 THROUGH 1979, AND, AS A RESULT, WE WERE FORCED TO INCREASE THE SIZE OF OUR LOCAL FROM ABOUT 500 TO ABOUT 1200 MEMBERS. UNFORTUNATELY, THE BUBBLE BROKE AND WE ARE NOW EXPERIENCING CHRONIC UNEMPLOYMENT.

SEVERAL OF OUR MEMBERS HAVE REQUESTED TRAVELING CARDS AND WERE GIVEN THEM, IN ORDER THAT THEY MIGHT SEEK EMPLOYMENT IN OTHER JURISDICTIONS. AT THIS TIME I WOULD LIKE TO SUBMIT A LIST OF ALL TRANSFERS INTO LOCAL 154 FROM THE YEAR 1940 TO 1983, WITH THE NAMES AND THE NUMBERS OF ALL THE LOCALS FROM WHICH THEY TRANSFERRED. TO SUMMARIZE THIS LIST, 470 PERSONS TRANSFERRED

FROM 43 LOCAL LODGES AND 373 PERSONS TRANSFERRED FROM THE NTD DIVISION INTO LOCAL 154. I OFFER THIS AS EXHIBIT NO. 4.

EXHIBIT NO. 5 DEALS WITH TRANSFER OF MEMBERSHIP. THIS IS COVERED UNDER ARTICLE 32, SECTION 1(A), (B), (C) AND (D), ALSO SECTION 2. AT THIS TIME, I WOULD LIKE TO READ THIS ARTICLE INTO THE RECORD:

> "ARTICLE XXXII, SECTION 1 (A) - A MEMBER WORKING IN THE JURISDICTION OF A LOCAL LODGE ON A TRAVELING CARD MAY AT ANY TIME APPLY FOR TRANSFER OF MEMBERSHIP TO THE LODGE IN WHICH THE TRAVELING CARD IS DEPOSITED AND SUCH LODGE MAY ACCEPT SUCH TRANSFER APPLICATION BY VOTE OF THE MEMBERSHIP OR AS PRESCRIBED IN APPROVED LODGE BY-LAWS.
> (B) A LODGE SHALL AUTOMATICALLY ACCEPT AN APPLICATION FOR A TRANSFER OF MEMBERSHIP WHEN: (i) THE MEMBER HAS WORKED UNDER THE JURISDICTION OF THE LODGE FOR A PERIOD OF 8,000 HOURS DURING WHICH PERIOD HIS TRAVELING CARD HAS BEEN ON DEPOSIT WITH THE LODGE, AND (ii) THE MEMBER CAN DEMONSTRATE THAT HIS PERMANENT RESIDENCE IS LOCATED IN A PLACE WITHIN THE LODGE'S GEOGRAPHICAL JURISDICTION.

(C) UNLESS OTHERWISE PROVIDED IN APPROVED LODGE BY-LAWS, A MEMBER ON A TRAVELING CARD WHO HAS HAD SAID CARD ON DEPOSIT IN A LODGE FOR NINETY (90) DAYS MAY BE REQUIRED TO TRANSFER HIS MEMBERSHIP INTO SUCH LODGE. IF IT IS SO DETERMINED, IT SHALL BE THE DUTY OF THE MEMBER TO REQUEST TRANSFER OF SUCH MEMBERSHIP.

(D) A TRANSFER CARD SHALL NOT BE ISSUED FOR ANY MEMBER UNTIL ALL FINES, ASSESSMENTS, DUES, DISTRICT LODGE DUES AND FIELD DUES HAVE BEEN PAID FOR THE MONTH IN WHICH SUCH CARD IS ISSUED."

I WOULD LIKE TO COMMENT ON CERTAIN MISUNDERSTANDINGS WHICH HAVE ARISEN CONCERNING THE 8,000 HOURS ISSUE. THE 8,000 HOURS REQUIREMENT SET FORTH IN ARTICLE XXXII (B) OF THE INTERNATIONAL UNION CONSTITUTION AND BY-LAWS DOES NOT HAVE ANYTHING TO DO WITH THE BASIC REQUIREMENTS FOR APPLICATION FOR MEMBERSHIP IN THE INTERNATIONAL BROTHERHOOD, AS SET FORTH IN ARTICLE XXV, SECTION 1, ENTITLED QUALIFICATIONS, OF THE INTERNATIONAL CONSTITUTION AND BY-LAWS, BUT RATHER DEALS WITH THE AUTOMATIC ACCEPTANCE OF APPLICATION FOR A TRANSFER OF MEMBERSHIP FROM ONE LOCAL LODGE TO ANOTHER LOCAL LODGE OF THE

BOILERMAKERS UNION.

THE PROCEDURE THAT IS GENERALLY FOLLOWED BY LOCAL LODGE 154 IN THE ACCEPTANCE OF TRANSFERS IS AS FOLLOWS:

THE APPLICANT FOR TRANSFER WHO VERIFIES THAT HE OR SHE IS A MEMBER OF A LOCAL LODGE OF THE BOILERMAKERS OPERATING WITHIN THE JURISDICTION OF THE U.S. AND CANADA, REQUESTS A TRANSFER INTO LOCAL LODGE 154. FOLLOWING THAT REQUEST, UNDER ARTICLE XXXII (A), THE ACCEPTANCE OF THE TRANSFER IS DISCRETIONARY WITH THE BUSINESS MANAGER AND/OR SECRETARY-TREASURER AND SAID AUTHORIZATION FOR THE APPROVAL OF THE TRANSFER, ONCE ACCEPTED BY THE LOCAL LODGE, IS SENT TO THE INTERNATIONAL HEADQUARTERS IN KANSAS CITY. THE INTERNATIONAL SECRETARY-TREASURER THEN MAKES THE NECESSARY CHANGES OF MEMBERSHIP STATUS ON ITS BOOKS AND RECORDS AND ISSUES A NOTIFICATION LETTER WHICH DESIGNATES WHERE THE TRANSFEREE IS REQUIRED TO PAY HIS DUES. THE RECORDS OF THE LOCAL UNION WHICH DESIGNATE THE TRANSFEREE'S NEW LOCAL ARE ISSUED ON A MONTHLY DUES REPORT SHEET. THE ORIGINAL MONTHLY REPORT SHEETS ARE SENT TO THE INTERNATIONAL UNION OFFICE IN KANSAS CITY, TOGETHER WITH THE PER CAPITA TAX.

AS SECRETARY-TREASURER I HAVE MAILED THESE MONTHLY DUES REPORTS TO THE INTERNATIONAL OFFICE AND I MAINTAIN COPIES OF SAME IN THE LOCAL LODGE OFFICE IN PITTSBURGH. THESE REPORTS SHOW THE COMPLETE ROSTER OF THE MEMBERSHIP OF LOCAL 154 ALONG WITH THEIR CURRENT DUES AND ALSO A LIST OF DELINQUENCIES

IF ANY, FOR NON-PAYMENT OF DUES, IF ANY EXIST IN A PARTICULAR REPORT.

I HAVE BEEN INFORMED THAT THE COMMITTEE HAS A COMPLETE LIST OF THE MEMBERS OF LOCAL LODGE 154 AS WELL AS A LIST OF THOSE TRANSFERS THAT OCCURRED IN THE PERIOD 1940 THROUGH 1982.

MR. CHAIRMAN AND GENTLEMEN OF THE HEARING COMMITTEE, THIS CONCLUDES ANY INFORMATION I HAVE ON THE SUBJECT OF APPLICATION FOR MEMBERSHIP AND TRANSFER OF MEMBERSHIP.

HOWEVER, I HAVE A FEW COMMENTS TO MAKE REGARDING ACCUSATIONS MADE BY MR. CRAWFORD AGAINST ME AND I CERTAINLY WOULD BE REMISS IN MY DUTIES AS AN OFFICER OF LOCAL 154 IF I DID NOT RESPOND TO SOME INNUENDOES MADE BY YOU IN REGARDS TO LOCAL 154. IT SEEMS, SENATOR, THAT EVERY TIME A WITNESS TESTIFIED AGAINST LOCAL 154 YOU HAVE SEEN FIT TO COMMENT ON THE BRAVERY OF THESE MEN FOR TESTIFYING IN FEAR OF THEIR LIVES. THIS IS SHEER NONSENSE. THESE NTD WITNESSES HAVE BEEN WORKING FOR MANY YEARS IN THE JURISDICTION OF LODGE 154 AND NO HARM HAS COME TO THEM. WE ARE A DEMOCRATIC LOCAL AND PRIDE OURSELVES ON ONE OF THE MOST INFORMED MEMBERSHIPS IN THE INTERNATIONAL BROTHERHOOD. OUR MEMBERS ARE HARD WORKING PEOPLE WHO DO NOT DESERVE THESE DISPARAGING ALLEGATIONS CAST UPON THEM IN THIS SENATE HEARING. SENATOR, WE ALL REALIZE THAT THIS IS A HARD TOUGH WORLD WE LIVE IN AND WE ARE GOING TO BE SUBJECTED TO HARD KNOCKS BUT THIS KIND OF MUDSLINGING AND CHARACTER ASSASSINATION IS TOTALLY UNJUSTIFIED.

I HAVE NOTICED THROUGHOUT THESE SENATE HEARINGS, WHICH I HAVE ATTENDED, THAT THE PERSONS MAKING ALL THE ACCUSATIONS AGAINST BOILERMAKERS LODGE 154 CONSIST OF THE BORINGS, FRENCH GOWER, A FEW OF THEIR CLOSE FRIENDS AND THEIR ATTORNEY, TOM CRAWFORD. OUT OF APPROXIMATELY 1,200 MEMBERS OF OUR LOCAL UNION, WE ARE PROUD TO STATE THAT THOSE WHO CRITICIZE OUR ACTIONS CONSTITUTE A VERY SMALL MINORITY. WE ACCEPT CRITICISM FROM PERSONS WHO SPEAK THE TRUTH AND WHO PRESENT FACTS IN SUPPORT OF WHAT THEY SAY. WE CANNOT TOLERATE EXAGGERATIONS, DISTORTIONS OR MISREPRESENTATIONS OF FACT AND WILL FIGHT TO THE END TO DEFEND OUR POSITION.

WITH THE SUBMISSION OF THESE EXHIBITS AND THE STATEMENTS I HAVE MADE, I WILL TRY TO ANSWER ANY QUESTIONS YOU MAY HAVE.

THANK YOU FOR PERMITTING ME TO TESTIFY BEFORE THE COMMITTEE.

October 20, 1983

James Quinn

James Quinn
Secretary-Treasurer,
Boilermakers Local Lodge 154

The **Chairman.** Thank you.

We will now take the statement of Mr. William A. Lawlor, Sr., assistant business agent of Boilermakers Local Lodge 154 in Pittsburgh. Mr. Lawlor, we will be happy to take your statement at this time.

STATEMENT OF WILLIAM A. LAWLOR, SR., ASSISTANT BUSINESS AGENT, BOILERMAKERS LOCAL LODGE NO. 154, PITTSBURGH, PA

Mr. **Lawlor.** Mr. Chairman, I am William A. Lawlor, Sr., business representative for Boilermakers Local 154 in Pittsburgh, PA. I have been a boilermaker for 31 years. I have 26 years of service in the field and 5 years of service in the office as a business representative of local 154. My duties are local lodge administrator of the apprenticeship committee, assisting in the training school program, dispatcher, and a member of the joint referral rules committee. I appreciate this opportunity to appear before this committee today to discuss my duties.

I will comment on the operation of the referral hall and the referral rules. On February 17, 1982, we received a decision from the Third Circuit Court of Appeals, a decision that affirmed the National Labor Relations Board decision. On June 1, 1982, we started to post a daily out-of-work list. Every day a new list was typed and posted on the board. All records are kept of the out-of-work list. All records are kept of the contractors' calls for referrals, and records are kept of jobs where the persons are dispatched.

Mr. Crawford stated that there were no referral records kept in the office. If Mr. Crawford would have checked with the NLRB compliance officers, he would have known the allegation was unfounded. The National Labor Relations Board monitors our referral system and inspects all records to see if I properly have them in file. To comply with the NLRB, I have prepared a quarterly report which is submitted to their office and which shows all of the nonmembers who are dispatched from the hall during that quarter, where they are assigned, and how long the job will last.

The Joint Referral Rules Committee consists of three contractor members and three members of local 154. The NLRB said that we had to set up objective standards for everyone to abide by. I have offered the exhibit of the joint referral rules adopted October 1, 1982.

The **Chairman.** Without objection, we will put that in the record at this point.

[Material referred to follows:]

BOILERMAKERS
LOCAL 154

☆ ☆ ☆

Official Bulletin

10 OCTOBER, 1982 10

Special Notice To Our Members

We are taking this opportunity to inform our members about important rules and regulations adopted by the Joint Referral Rules Committee.

It is our firm belief that a good union member is an informed member, and informed members make a strong union.

Boilermakers Union Local 154 is admired and respected by all contractors and trade unionists as a strong union which protects its members' interests and discharges its duties and obligations fairly and responsibly. We are proud of this reputation and we must strive to maintain it under all conditions and at all times. For that reason, we urge strict observance of all rules and regulations set forth in this bulletin.

FRED G. GUALTIERI, *Business Manager*

JOINT REFERRAL RULES COMMITTEE

Rules and Regulations for the Operation of the Referral System

The following rules and regulations are adopted effective September 30, 1982: [redacted]

1. The Registrar/Dispatcher will maintain the following records in addition to the card file and such other records as the Registrar/Dispatcher chooses to maintain:

A. A list to be prepared every business day setting forth the name, classification and numerical order of each individual on the out-of-work list.

B. A list to be prepared every business day of work orders received from employers on that day, indicating the time of receipt of the work order, and the number of persons requested by classification.

C. File copies of all referral slips issued by the Union. The file copies are to be maintained in a notebook in the order of their issuance. The form of the referral slip is to be modified to include a notation on the referral slip of: (a) the number on the out-of-work list which the referred man held at the time the slip is issued, (b) whether or not the man has been referred in or out of turn, and (c) if referred out of turn, an explanation of the reason. This additional information is to appear on all copies of the referral slip issued by the Union, as well as the file copy.

2. All records referred to in Paragraph 1 above are to be maintained and made available for public inspection every business day for a period of two years beginning June 28, 1982.

3. No "secondary list" will be maintained by the Registrar/Dispatcher. In order to sign up on the out-of-work list, an individual must meet the requirements set forth in Article 5.4.1 of the Articles of Agreement effective June 1, 1982, as follows:

> "5.4.1 Qualified Construction Boilermaker. Boilermakers shall be qualified for registration on a Boilermaker's out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the Boilermaking trade in the building and construction industry or who have satisfactorily served an apprenticeship in the trade of Field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards. (NOTE: Sec-

tion IV. A. 1, *National Joint Rules and Standards Governing the Operation of Exclusive Referral Plans*, shall be applicable to all new registrants for referral beginning on the date of approval of the revised area or Local Joint Referral Rules.)"

4. A secretary will be engaged full-time by Local 154 in assisting the Registrar/Dispatcher in operating the referral system.

5. Only the Registrar/Dispatcher or his designee will dispatch referrals. Business agents or officers of Local 154 other than the designated Registrar/Dispatcher will not make referrals unless the designee is absent.

6. Individuals no longer will be permitted to sign up on the out-of-work list by telephone, either directly or through a call-in of a layoff by a job steward. Registration on the out-of-work list must be done either in person, or in writing. The date and time of the receipt of all in-person or written applications for the out-of-work list will be recorded. Qualified persons will be placed on the out-of-work list in the order that their application is received. All persons inquiring at the Union Office as to the availability of work regardless of whether they are qualified for the out-of-work list, must sign the date and time of their appearance in the registration book at the front door.

7. The date and time of work orders from employers will be recorded, and will be filled in the order received.

8. Work orders will be filled in accordance with numerical order on the out-of-work list, and in accordance with the classification or skill requests of employers. Requests for individuals by name will not be recognized, except within the meaning of Sections 6.2, 6.3 and 6.4 of the Labor Agreement, as follows:

> "Section 6.2 Competent and qualified registrants shall be referred from the out-of-work lists in a non-discriminatory, fair and equitable manner. This shall be done immediately and in accordance with the requirements of the Employer's job.
>
> "Section 6.3 Requests by Contractors for key men to act as foremen shall be honored without regard to the requested man's place on the out-of-work list.
>
> "Section 6.4 A bona fide request by Contractors for Boilermakers with special skills and abilities shall be honored and filled in accordance with Section 6.2."

It is understood that Employers, in making a request for men, may list the names of those individuals who are certified at that time and in that classification to work for that Employer, but the Employer should also indicate the number of men required from the total list of those certified, and the request will be filled in numerical order from the out-of-work list.

9. Telephone referral calls will be placed through an outside service so that a record can be made of all calls placed, the time the call was made, and all calls completed. In addition, all conversations between the Dispatcher/Registrar and individuals being referred to work will be recorded, with the knowledge of the person being referred. Records of telephone calls will be maintained.

EFFECTIVE AS AMENDED THIS 1st DAY OF OCTOBER, 1982.

For the Employer:

E. B. Schneider, *Secretary*
Alexander Simakas
J. W. McGill

For the Union:

William A. Lawlor, Sr.
Vincent Fera
Michael S. Murphy

COMPLIANCE WITH COMPANY RULES

As a service to our contractors, we are including in this bulletin company work rules which will be prominently displayed at all jobsites where members of our Union are working. The posting and enforcement of these rules is a Function of Management, and any infraction of these company rules will be cause for immediate discharge.

WARNING

All equipment, supplies and material on the project, which includes material thought to be excess scrap, or waste, is in fact private property, owned by the Company or one of its Contractors. Anyone found using material for personal purposes, or defacing, damaging or illegally removing (stealing) any of the above mentioned items will be subject to immediate discharge. Also, those who knowingly receive or buy stolen goods will be prosecuted to the fullest extent of the law.

Company Jobsite Work Rules

Violation of Company work rules is considered to be extremely serious and a detriment to the job as a whole as well as to the safety and welfare of all employees. Violation of the jobsite work rules and/or Company policies will be cause of dismissal. The following activities are prohibited:

1. Possession, sale, and/or use of drugs, narcotics, or alcoholic beverages on Company property.

2. Reporting to work under the influence of drugs and/or alcohol.

3. Possession, sale and/or use of fireworks, firearms, or weapons of any kind on Company property.

4. Removal of Company property from the premises without written authorization of the Project Superintendent.

5. Misuse, damage, or destruction of Company property or the property of a co-worker.

6. Fighting on Company property.

7. Participating in games, scuffling, horseplay, unnecessary shouting, or creating a confusion on the premises.

8. Gambling, engaging in a lottery, selling lottery tickets or chances.

9. Falsifying personnel records, production figures, time sheets, security logs, or any job or Company record or report.

10. Placing or removing signs, posters, political advertising, or other notices on bulletin boards or Company property at any time.

11. Defacing or placing pornographic pictures on any property equipment, tools, etc., on Company property.

12. Sleeping on the jobsite at any time, or hiding from a Superintendent or Foreman.

13. Restricting production of work, interfering with others in the performance of their jobs, engaging or participating in any interruption of work production.

14. Intimidating, threatening, coercing, or interfering with the activities of the owner, other contractors, or employees of other contractors.

15. Selling merchandise of any kind to other Company employees, employees of the owner, or employees of other contractors during working hours or on Company property.

16. Soliciting contributions of any nature for any purpose on Company property without written permission of Project Superintendent.

17. Violation of any safety rules or practices, or engaging in any conduct that tends to create a safety hazard, fire hazard, or unsanitary condition on Company property.

18. Smoking, changing clothes, eating lunches, parking vehicles or taking breaks in areas that the Company, the owner, or other contractors have declared off limits for such purposes.

19. Leaving assigned work position or area, or leaving the jobsite after the regular starting time and before the regular quitting time, without reporting to the responsible superintendent.

20. Failure to report off from work, or tardiness.

21. Failure to wear proper employee identification or comply with owner's plant regulations.

22. Neglect of job duties and responsibilities, or failure or refusal to perform work assigned by jobsite supervision.

23. Failure to report for and remain at work at all times in a fit physical condition.

The foregoing rules are not intended to be all inclusive of the required discipline, proper standards of conduct, or obligation of employees under the collective bargaining agreements which employees must observe at all times.

The Company shall, when it deems it appropriate, establish additional rules and may set up particular rules to govern employees' conduct deemed necessary by operational requirements which employees must obey.

REPORT HAZARDS

When you spot unsafe conditions on the jobsite, report them right away.

Be alert to dangers to yourself and your fellow workers.

Important Notice To Boilermakers Desiring Transfer Into Local 154

Many Boilermakers have expressed a desire for membership transfer into Local 154. All such requests will continue to be handled in accordance with the following policy adopted by the Executive Board:

Applications for transfer of membership into Local 154 will be made available to all qualified Boilermakers carrying a Boilermaker book when (a) the member has worked within the jurisdiction of Local 154 for a period of 6,000 hours during which period his traveling card has been deposited with Local 154; (b) the member can demonstrate that his permanent residence is located in a place within the geographical jurisdiction of Local 154.

If additional space is needed to explain work qualifications, members requesting transfer may use the reverse side of the application or they may attach a resume to the application.

All applications for transfer of membership are to be mailed to Mr. James P. Quinn, Secretary-Treasurer, Boilermakers Local 154, 1221 Banksville Road, Pittsburgh, PA 15226, who will make sure they are given to the Executive Board for their review and subsequent recommendation to the membership.

The Executive Board will be responsible for judging each application carefully. Should the Executive Board deem a candidate wishing to be transferred into Local 154 desirable as a result of his/her qualifications, that person will be given a personal interview by the Executive Board, at which time their decision will be rendered to recommend or not to recommend the membership transfer.

ATTEND
the
MEETINGS

**BOILERMAKERS
UNION
LOCAL 154**

Meets Every
Third Monday
of the Month
at the
Union Hall,
1221 Banksville Road
Pittsburgh, PA 15216

BOILERMAKERS UNION LOCAL 154
1221 BANKSVILLE ROAD
PITTSBURGH, PA 15216
10

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Mr. **Lawlor**. If there are problems concerning referral rules or the referral system, the NLRB is the Government agency that regulates these systems. We have records to support how we operate our referral hall, and all the records have been checked by the board agents many times. Out of thousands of job referrals made each year there are bound to be some problems. I am making a good faith effort to do my job and comply with the NLRB regulations. It's not an easy job and anyone can second guess the dispatcher's decisions.

In a period of high unemployment such as we are in right now, many people complain about not getting enough work. This is to be expected.

In conclusion, local 154 is complying with the existing Federal regulations and laws and will continue to do so.

I want to thank you for letting me make this statement, sir.

[The prepared statement of Mr. Lawlor follows:]

STATEMENT OF WILLIAM A. LAWLOR, SR.
ASSISTANT BUSINESS AGENT, BOILERMAKERS
LOCAL LODGE NO. 154, PITTSBURGH, PA

MR. CHAIRMAN:

I AM WILLIAM A. LAWLOR, SR., A BUSINESS REPRESENTATIVE FOR BOILERMAKERS LOCAL LODGE NO. 154 IN PITTSBURGH, PENNSYLVANIA. I HAVE BEEN A BOILERMAKER FOR THIRTY-ONE YEARS. I HAVE TWENTY-SIX YEARS OF SERVICE IN THE FIELD AND FIVE YEARS OF SERVICE IN THE OFFICE AS A BUSINESS REPRESENTATIVE OF LOCAL 154.

MY DUTIES ARE LOCAL LODGE ADMINISTRATOR OF THE APPRENTICESHIP COMMITTEE, ASSISTING IN THE TRAINING SCHOOL PROGRAM, DISPATCHER, AND A MEMBER OF THE JOINT REFERRAL RULES COMMITTEE.

I APPRECIATE THE OPPORTUNITY TO APPEAR BEFORE THIS COMMITTEE TODAY TO DISCUSS MY DUTIES.

I WILL COMMENT ON THE OPERATION OF THE REFERRAL HALL AND THE REFERRAL RULES. ON FEBRUARY 17, 1982, WE RECEIVED FROM THE THIRD CIRCUIT COURT OF APPEALS A DECISION THAT AFFIRMED THE NATIONAL LABOR RELATIONS BOARD DECISION. ON JUNE 1, 1982, WE STARTED TO POST A DAILY OUT-OF-WORK LIST. EVERY DAY A NEW LIST WAS TYPED AND POSTED ON THE BOARD. ALL RECORDS ARE KEPT OF THE OUT-OF-WORK LIST, ALL RECORDS ARE KEPT OF THE CONTRACTORS' CALLS FOR REFERRALS AND RECORDS ARE KEPT OF THE JOBS WHERE THE PERSONS ARE DISPATCHED.

MR CRAWFORD STATED THAT THERE WERE NO REFERRAL RECORDS KEPT IN OUR OFFICE. IF HE WOULD HAVE CHECKED WITH THE NLRB

COMPLIANCE OFFICERS HE WOULD HAVE KNOWN HIS ALLEGATIONS WERE UNFOUNDED. THE NATIONAL LABOR RELATIONS BOARD MONITOR OUR REFERRAL SYSTEM AND INSPECT MY RECORDS TO SEE IF I HAVE THE PROPER INFORMATION ON FILE. TO COMPLY WITH THE NLRB I HAVE PREPARED QUARTERLY REPORTS WHICH ARE SUBMITTED TO THEIR OFFICE AND WHICH SHOW ALL OF THE NON-MEMBERS WHO ARE DISPATCHED FROM THE HALL DURING THE QUARTER, WHERE THEY WERE ASSIGNED AND HOW LONG THE JOB LASTED.

THE JOINT REFERRAL RULES COMMITTEE CONSISTS OF THREE CONTRACTOR MEMBERS AND THREE MEMBERS OF LOCAL 154. THE NLRB HAS SAID THAT WE HAD TO SET UP OBJECTIVE STANDARDS FOR EVERYONE TO ABIDE BY. I HAVE OFFERED AS AN EXHIBIT THE JOINT REFERRAL RULES ADOPTED ON OCTOBER 1, 1982.

IF THERE ARE PROBLEMS CONCERNING THE REFERRAL RULES OR THE REFERRAL SYSTEM, THE NLRB IS THE GOVERNMENT AGENCY WHICH REGULATES THESE SYSTEMS. WE HAVE RECORDS TO SUPPORT HOW WE OPERATE OUR REFERRAL HALL AND THOSE RECORDS HAVE BEEN CHECKED BY THE BOARD AGENTS MANY TIMES. OUT OF THE THOUSANDS OF JOB REFERRALS MADE EACH YEAR, THERE ARE BOUND TO BE SOME PROBLEMS. I AM MAKING A GOOD FAITH EFFORT TO DO MY JOB IN COMPLIANCE WITH THE NLRB REGULATIONS. IT IS NOT AN EASY JOB AND ANYONE CAN SECOND GUESS A DISPATCHER'S DECISIONS.

IN PERIODS OF HIGH UNEMPLOYMENT SUCH AS WE HAVE NOW MANY PEOPLE COMPLAIN ABOUT NOT GETTING ENOUGH WORK. THIS IS TO BE EXPECTED.

IN CONCLUSION, LOCAL LODGE 154 IS COMPLYING WITH EXISTING FEDERAL REGULATIONS AND LAWS AND WILL CONTINUE TO DO SO.

William A. Lawlor Sr.

William A. Lawlor, Sr.
Assistant Business Agent,
Boilermakers Local Lodge No. 154

The **Chairman**. Thank you, Mr. Lawlor.

Mr. Maurizi, I understand you want to read a statement of Mr. Fred Gualtieri into the record, and any statement you would care to make would be accepted by the committee as well.

STATEMENT OF JOSEPH M. MAURIZI, COUNSEL, BOILERMAKERS LOCAL 154, PITTSBURGH, PA

Mr. **Maurizi**. Yes; I do.

Mr. **Maurizi**. As the Senator and the committee know, Fred Gualtieri passed away on November 16, 1983. We were informed in October 1983 that our witnesses would be permitted to testify from local lodge 154 and, in anticipation on that hearing, we had prepared these statements. Mr. Gualtieri, I am sure, would want to have had this statement put in the record to protect his position regarding the allegations made against him. At this time, I would like to read his statement.

The **Chairman**. Without objection, we will put it in the record.

Mr. **Maurizi**. This is a statement of Fred Gualtieri, business manager, Boilermakers lodge 154, signed and dated by the late Fred G. Gualtieri on October 20, 1983. If you will excuse me, it is in the present tense but we will read it as he wrote it and signed it:

> I am Fred Gualtieri, business manager for Boilermakers local lodge 154 in Pittsburgh, PA. I have been a member of lodge 154 since 1947 and an elected officer since 1963.
>
> First of all, I want to state that nowhere in the transcript of record in these hearings has there been any allegation or evidence that Boilermakers lodge 154, by its officers or agents, ever sold illegal union membership cards or books or ever committed any other unlawful act in the acceptance of members directly into local lodge 154 or by transfer of membership from other Boilermaker local lodges throughout the United States and Canada into lodge 154 in Pittsburgh.
>
> On the subject of nuclear power plants, the record shows that local lodge 154 never referred any boilermakers for work to Three Mile Island, simply because lodge 154 has no jurisdiction over job referrals to that nuclear powerplant facility. The first nuclear powerplant project built in the United States is located within the work jurisdiction of lodge 154 at Shippingport, PA. Boilermakers from our lodge have worked on this project and we are proud to state that there has never been any reported defective welds on the Shippingport project, which involves our Boilermaker members. The Shippingport nuclear powerplant project has been a successful operation over these many years and no harm has come to any person in the tri-State area from the operation of that facility, to my knowledge. Shippingport is an excellent facility operated by the Duquesne Light Co. and regulated by the NRC.
>
> The allegations made by a few persons who testified before this chairman concerning unqualified boilermakers working at Three Mile Island as welders are unfounded and have not been proven. The Nuclear Regulatory Commission investigated these charges made by the Borings twice, and they were not able to support the Boring allegations. The charges were found to be without merit. Furthermore, boilermakers had nothing to do with the Three Mile Island incident which occurred in the late 1970's. An independent commission which investigated that incident did not lay the blame on the boilermakers or on alleged defective welds. The citizens of this country are concerned, and rightfully so, when people talk about nuclear powerplants. We cannot and should not permit irresponsible people to make these kinds of charges without proof, just so they can get newspaper publicity.
>
> Testing procedures: As far as the testing procedures on the job site, I support any effort that the utility companies and contractors make to ensure that cheaters, if any, will be caught. If those persons who testified here cheated by taking tests for someone else to gain employment on a job, they should be brought to justice and penalized for their actions. They should not get away by trying to blame their supervisors, their job superintendents, or the union. It is not believable to me to hear a cheater testify that he did it because he did not want to lose his job. If he was honest and concerned about cheating, he certainly would have reported any attempt

to get him to cheat to the utility company officials at that time. I cannot accept testimony of cheaters who say, in effect, "The devil made me do it."

The union officers and representatives have nothing to do with the hiring or testing procedures that are conducted on the job site. The contractors certify the welders they hire, if certification is required. The contractors have the absolute right to reject any boilermaker who fails his qualification tests. This is not restricted by our labor contracts.

On the subject of harrassment charges over the past 7 years, our local union has been subjected to many, many baseless charges over the past 7 years by the Borings, French Gower, and other NTD friends of theirs, in what I believe to be a conspiracy to break the union. These charges with the NLRB, Department of Labor, NRC, FBI, and ATF—all Government agencies—have been thrown out or withdrawn after investigation with the exception of 2 of over 130 of them. These two cases were with the NLRB and are a matter of record. They involve referral procedures and the procedures of ensuring nondiscriminatory referrals.

All of our pension funds, health and welfare, payroll savings funds, and sick and distress funds have been investigated and cleared. We challenge our accusers to come forth and support their claims with facts, not fiction.

You can believe anything you want to about our organization. If you are antilabor, you will exaggerate and distort the facts to achieve your goal. We believe this is what has occurred in these proceedings.

People should not be permitted to make reckless and unsupported accusations about any organization and its officers, whether it be companies or unions, merely to harrass them or to seek publicity for their own personal goals. You can rest assured we will defend ourselves to support our good reputation and our established track record with the contractors, utility companies, and manufacturing companies, and with our members in the western Pennsylvania, Ohio, and West Virginia area where we work and live.

On the subject of boilermaker skills, not all boilermakers who work at the trade are welders. Many boilermakers do other kinds of work which is important in the construction industry, such as fitting, rigging, burning, yard work, assembling, and other related work. It is unfair to this organization to accuse boilermakers of being unqualified to do certain kinds of required boilermaker work on construction or maintenance projects merely because they have not accumulated 8,000 hours of experience in the trade.

Contractors and owners of plants make the key decisions on who can do the work they require and who cannot. Their needs for certain types of skilled and semiskilled workers are determined solely by them. They have the right to hire and the right to fire for just and proper cause. Job needs and skills vary depending on the type of work involved. The union cannot be told, "It is your responsibility to test and hire boilermakers for construction projects." It is a management responsibility and always has been in my experience. The management prerogatives clause in labor contracts preserves these management rights.

On the subject of smear tactics used by the accusers, my accusers, including their attorney Tom Crawford, have tried to smear me with the "organized crime" and "underworld" media news catchwords. Yes, my name is Fred G. Gualtieri, and I am proud of it. I am a labor representative and have worked hard for Lodge 154 and its members for over 20 years. I am not involved in the underworld or with organized crime, nor am I affiliated with reputed or alleged organized crime persons in any business capacity.

In 1970–1972, over 10 years ago I had ownership of some stock in a corporation which operated a restaurant in Indiana, PA. When I learned that a Mr. John Buzzano was alleged to have been a crime figure, I sold my stock in that corporation. This is a matter of record. I have no business connection or affiliation with any underworld organized crime persons. The Pennsylvania Crime Commission supports my position in this matter, and there is no finding by the ATF of my connection or business affiliation in this regard.

I challenge Tom Crawford or the Borings or anyone else to make an accusation to me directly about involvement in organized crime. Rumor, hearsay statements, innuendos, or beliefs are what they hide behind when they speak. I would like to see if they are willing to make direct accusations or charges against me on this subject so I can sue them for libel or slander and seek damages.

At this time I would like to read into the record a letter dated September 19, 1983, from Donald E. Johnson, chief counsel, Commonwealth of Pennsylvania, Pennsylvania Crime Commission. The letter was addressed to Mr. Robert J. Cindrich, Esq., of the firm of

Mansmann, Cindrich & Huber, attorneys at law, 2 Chatham Center, 15th floor, Pittsburgh, PA. The subject matter was in re Fred Gualtieri, Boilermakers Local Lodge 154.

> Dear Mr. Cindrich: I am responding to your letter of September 12, 1983, relevant to the above person and/or entity.

That would be Fred Gualtieri and the Boilermakers Local Lodge 154.

> I unequivocally and absolutely advise that the Pennsylvania Crime Commission has never disseminated information that Mr. Gualtieri or the Boilermakers Local Lodge 154 is a member, affiliated with, or in any other way associated with organized crime. Further, the Pennsylvania Crime Commission has nothing in its files and records, with the exception of Mr. Gualtieri's brief business relationship with a Mr. John Bazzano in a business known as Fran-Ru, Inc., which it has disseminated to third parties indicating that either Boilermakers Lodge 154 or Fred Gualtieri is or ever was a member, affiliate, or in any way associated with organized crime. I can also state that Mr. Gualtieri's brief business relationship with Mr. John Bazzano in no way suggests that he, Mr. Gualtieri, is or ever was a member, affiliate, or in any way associated with organized crime, Very truly yours, Donald E. Johnson, Chief Counsel.

With reference to Mr. Tom Crawford:

> Mr. Crawford's track record speaks for itself. His irresponsible conduct is well known by members of our labor organization. His motives, aside from gaining publicity and profit, are beginning to come to light. Regardless of what he says or does, we will stand by what we have done in this labor organization over the years and will continue to progress in the future.
>
> To Tom Crawford and the Borings I say here and now, none of your wild allegations or sly inferences which you have made against me or the officers of this organization concerning alleged illegal acts have been supported with competent, relevant evidence. Perhaps we should engage in some mudslinging or dirty tricks against you to make us even. I am personally sick and tired of your accusations and unfair tactics. Either put up or shut up against me and the officers of this organization.
>
> In conclusion, I have established my reputation on the basis of 20 years of experience in the labor-management relations field as well as in my participation in charitable and civil affairs. It speaks for itself, if you ever bother to check with the business, political, and social leaders with whom I have had contacts. Neither Tom Crawford nor his clients who have testified here before this committee can destroy that reputation. This minority whose motives are questionable does not overrule the majority of persons who know me and who are willing to testify here on my character and reputation.

We have a group of letters that we would like to place in the record at this time, of all of those persons who have submitted character references. These are primarily from employers from well-known and reputable companies like United States Steel Corporation, Simakas Bros., Allegheny Power Systems, and others; the National Contractors Association, their senior vice president, Robert P. McCormick. At this time we would like to offer into evidence all of those statements from those individuals who have had any contact in their business relationship with Boilermakers Local Lodge 154 and its business manager.

The CHAIRMAN. Without objection we will place them all in the record at this point.

[The material referred to follows:]

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA CRIME COMMISSION
259 RADNOR-CHESTER ROAD
POST OFFICE BOX 45
ST. DAVIDS, PENNSYLVANIA 19087
(215) 687-6500

September 19, 1983

Robert J. Cindrich, Esquire
Mansmann, Cindrich and Huber
Attorney's at Law
Two Chatham Center
Fifteenth Floor
Pittsburgh, Pennsylvania 15219

Re: Fred Gualtieri
Boilermaker's Local Lodge 154

Dear Mr. Cindrich:

I am responding to your letter of September 12, 1983 relevant to the above person and/or entity. I unequivocally and absolutely advise that the Pennsylvania Crime Commission has never disseminated information that Mr. Gualtieri or Boilmaker's Local Lodge 154 is a member, affiliated with or in any way associated with organized crime. Further, the Pennsylvania Crime Commission has nothing in its files and records, with the exception of Mr. Gualtieri's brief business relationship with John Bazzano in a business known as Fran-Ru, Inc., which it has disseminated to third parties indicating that either Boilermaker's Lodge 154 or Fred Gualtieri is or ever was a member, affiliate or in any way associated with organized crime. I can also state that Mr. Gualtieri's brief business relationship with John Bazzano, in no way suggests that he, Mr. Gualtieri, is or ever was a member, affiliate or in any way associated with organized crime.

Very truly yours,

Donald E. Johnson
Chief Counsel

OCT 03 1983

DEJ/ds

RECEIVED
SEP 22 1984

United States Steel Corporation
600 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15230

J. BRUCE JOHNSTON
EXECUTIVE VICE PRESIDENT
EMPLOYEE RELATIONS

October 21, 1983

The Honorable Senator Orrin Hatch
Committee on Labor & Human Resources
Senate Office Building
Washington, D. C. 20510

Dear Senator Hatch:

It has come to my attention that the Senate Committee on Labor & Human Resources, which you chair, is conducting hearings involving Local Lodge 154 of the International Brotherhood of Boilermakers and its Business Manager, Mr. Fred Gualtieri.

I am obliged to volunteer the following:

As the Senior Executive in the U. S. Steel Corporation responsible for labor relations, I have had continued involvement with all of the major unions in the United States and particularly in Western Pennsylvania for the past 25 years. I have, moreover, served with Mr. Gualtieri under judicial appointment to a specially empowered panel which resolved a strike by public school teachers which had shutdown the education program in the city of Pittsburgh in 1970. I have also known Mr. Gualtieri through his civic involvement with the Port Authority of Allegheny County, Children's Hospital, the Housing Authority of Allegheny County, and various other activities.

In all of my dealings with him - commercial, civic, charity, and personal, Mr. Gaultieri's behavior and reputation for integrity and good character have been outstanding. He was perhaps the first labor leader in the nation, but certainly in this important market area to recognize that new forms of competition had arisen, and that union labor would have to change to more productive modes in order to survive. A tough bargainer, but a fair and honest one, Mr. Gualtieri has always been ready to negotiate, horse trade, and innovate if it meant more work for his members. His dealings with me personally and with United States Steel Corporation have been above reproach.

I have a full plate, but if my testimony for your Committee might help in the resolution of questions under consideration with respect to this matter, I am ready to respond.

Thank you for an opportunity to comment.

Very truly yours,

J Bruce Johnston
J. Bruce Johnston

OCT 24 1983

bcc: Messrs. F. G. Gualtieri
J. M. Maurizi

FRED G. GUALTIERI - ORGANIZATION AFFILIATIONS

PITTSBURGH HOUSING AUTHORITY

AIRPORT ADVISORY BOARD

NORTHEASTERN AREA APPRENTICESHIP COMMITTEE

PORT AUTHORITY OF ALLEGHENY COUNTY

SAINT ANTHONY SCHOOL FOR EXCEPTIONAL CHILDREN

CELEBRAL PALSY FOUNDATION

CHILDREN'S HOSPITAL FUND

CORRECTIONAL INDUSTRIES ADVISORY BOARD OF THE STATE OF PENNSYLVANIA

VARIETY CLUB OF PITTSBURGH

VETERANS OF FOREIGN WARS POST 694

THE ASSOCIATION FOR ASSISTANCE TO FAMILIES OF CRIME (AAVC)

AMEN CORNER BOARD OF DIRECTORS

ALLEGHENY COUNTY LABOR COUNCIL

UNITED LABOR FORUM

PITTSBURGH COUNTY-WIDE CORPORATION

HUMMEL HOUSE BOARD OF DIRECTORS

PITTSBURGH HISTADRAUT COUNCIL - NAMED LABOR MAN OF THE YEAR 1980

NAMED 1978 LABOR MAN OF THE YEAR - PITTSBURGH JAYCEES

June 28, 1980 - HUMANITARIAN AWARD - CAREERS INC.

STATEWIDE BLOCK GRANT ADVISORY COMMITTEE

VICE-CHAIRMAN, PITTSBURGH THREE RIVERS REGATTA

MULTIPLE SCLEROSIS SILVER SPECTRUM

PENNSYLVANIA PUBLIC T.V. NETWORK COMMUNITY - 1968

SECRETARY - BOILERMAKERS LOCAL 154 HEALTH AND WELFARE FUND

NATIONAL CONSTRUCTORS ASSOCIATION
BUILDERS AND ENGINEERS FOR INDUSTRY
1101 15th Street, N.W. Washington, D. C. 20005 (202) 466-8880

Robert P. McCormick
Senior Vice President
Industrial Relations

August 29, 1983

Mr. Fred Gualtieri
Business Manager
International Brotherhood of Boilermakers
Local Lodge #154
1221 Banksville Rd.
Pittsburgh, PA 15216

Dear Fred:

The purpose of this letter to you is more on a personal basis at this time, although I am confident it reflects the views and support of the entire NCA Labor Relations Committee. But needless to say, the tactics used through the media to discredit you and Lodge #154 are in my opinion appalling.

Your many friends throughout the country have voiced to me on a number of occasions their concern about the unfairness and imbalance being used by Senator Hatch in his approach to use you and Lodge #154 as a "stepping stone" to highlight an issue which he considers to be a public outcry against the nuclear power industry.

The issues at stake seem to emanate from individuals who have, as I understand, been filing repetitious unfair labor practice charges at the National Labor Relations Board which have been unfounded and have resulted in dismissal by the Board. Yet, it seems our government institutions, including certain members of the U.S. Senate, seem to welcome and encourage these attacks upon respectable, hard-working and dedicated union officials who not only have served their members and the industry well but to a greater degree have served their country.

Your many contributions and accomplishments which have resulted in more jobs for your members and have had economic benefits to both contractors and owners in the Pittsburgh and contiguous areas, apparently go unnoticed by the news media and the parties so anxious to discredit you and Lodge #154.

Mr. Fred Gualtieri
August 29, 1983
page 2

It seems to me that the issues of referral and welder certification are ones which are inherently within control of management through "management rights" as contained in local agreements, such as Lodge #154, or governed by welding codes as contained in the American Society of Mechanical Engineers (ASME) and the American National Standards Institute (ANSI). In my opinion, these issues involving Lodge #154 have very little merit as they pertain to these expressed management rights.

In summary, I want to extend to you and Lodge #154 our assistance, if needed, to pursue a fair and just solution to this apparent unfair situation.

Regards,

Bob McCormick

RPM/ds

October 17, 1983

TO WHOM IT MAY CONCERN,

I have been in continuous contact with Boilermaker Local 154 of Pittsburgh, PA since 1955.

During contract negotiations in 1959 I first met Mr. Fred Gualtieri. A few years later he became Business Manager of the local, and I have done business directly with him since then.

The largest power station, in Pennsylvania, on the Allegheny Power System was started in 1966 and continued until 1972, at which time it was completed on schedule. Approximately 13,500,000 hours of labor were consummated during this construction. This project was completed with a minimum of labor problems, which was outstanding considering what was happening throughout the country, and I feel Mr. Gualtieri's untiring efforts were responsible for this great accomplishment.

Until my retirement this year from the Allegheny Power Service Corporation as Executive Director of Construction, I have sat in many conferences and business negotiations with Mr. Gualtieri. The Western Pennsylvania Maintenance Agreement, which did much to stabilize construction costs in the Pittsburgh area, I consider to be one of his many outstanding accomplishments.

His continuous efforts and successes in the last ten (10) years to get labor, contractors and management together for a better understanding of the problems confronting the construction industry have made Pittsburgh one of the better cities in which to do business.

I have found Mr. Gualtieri to be a man of great integrity and honesty, and am proud to have been able to work with him.

Yours very truly,

William J. Monaco

William J. Monaco

WJM/kp

Schneider Inc. 121 Seventh St., Pittsburgh, Pa. 15222 (412) 288-7000

E.B. SCHNEIDER
President

October 18, 1983

Mr. Fred Gualtieri
1606 Tonapah Street
Pittsburgh, Pa. 15216

TO WHOM IT MAY CONCERN:

It is with pleasure that I have the opportunity to express a word of confidence for my close friend and associate, Mr. Fred Gualtieri.

I have known Fred, on both a personal and business basis, for approximately sixteen (16) years.

In my position as President of Schneider Inc., a large construction firm headquartered in Pittsburgh, I am, and have been for some years, extensively involved in labor negotiations with the Building Trade Craft Unions.

Without a doubt, Mr. Gualtieri has been a major contributor towards the stabile, cohesive association that exists in the Pittsburgh area between management and labor.

His farsightedness, his ability to recognize opportunities for achievement when they appear, have enhanced the position of the Building Trades Craftsmen, especially the Boilermaker, in this area.

And above all, his devotedness, his loyalty, his complete commitment to his organization and his fellow brothers in the Building Trades Industry is without comparison, anywhere.

Mr. Gualtieri is a man to be trusted. His word is his bond, his integrity without question.

E B Schneider
Edward B. Schneider

EBS/jll

BUILDERS AND ENGINEERS
FOR INDUSTRY

NATIONAL CONSTRUCTORS ASSOCIATION

1101 15th Street, N.W. Washington, D. C. 20005 (202) 466-8880

Robert P. McCormick
Senior Vice President
Industrial Relations

October 11, 1983

Mr. Fred Gualtieri
Business Manager
International Brotherhood of Boilermakers
Local Lodge 154
1221 Banksville Rd.
Pittsburgh, PA 15216

Dear Fred:

The NCA Labor Committee was very appreciative of your presentation in Pittsburgh. As always, they applaud your efforts and candid evaluation of the problem, as well as the solutions you proposed.

I suppose too few people realize your dedication to the cause of correcting the abuses and imbalances imposed by others over the years. We feel that your approach through the newly negotiated Service Agreement for Industrial Maintenance goes a long way toward convincing owners to do their work union.

Keep up the good work.

Sincerely yours,

Bob McCormick

Robert P. McCormick

RPM/ds

Mr. MAURIZI [reading]:

> We respectfully maintain that, upon a review of this record, the evidence will show that Lodge 154 and its officers have not sold illegal membership books or cards; have not charged more than the maximum initiation fees or dues permitted by the constitution and bylaws of the Boilermakers Union; is not connected with organized crime or the underworld; has not referred unqualified welders to the nuclear powerplant project at Three Mile Island, located near Harrisburg, PA; and has not conspired with or assisted those persons who testified they cheated on job site welding tests; and does not "rip off" sick and distress funds or other funds which benefit the families and members of the Boilermakers Union. The record supports our position with facts on these above-listed charges.
>
> On the subject of nepotism, we do have many sons, daughters, and brothers of boilermakers who pursue the boilermakers' trade, and we are proud to have them as members if they have the desire to work at our trade. To infer that it is unlawful or wrong to accept sons, daughters, and brothers of existing members into our organization does a disservice to those very persons who are trying to work for a living at a respectable trade.
>
> Thank you for giving me this opportunity to reply to accusations made against the officers of Boilermakers local lodge 154 and against me personally. Fred G. Gualtieri, business manager, Boilermakers Local Lodge 154.

Thank you, Senator, for giving us the opportunity to read that statement and the supporting affidavits or the supporting documents, character references, including the chief counsel of the Pennsylvania Crime Commission's letter, into this record for posterity.

The CHAIRMAN. Glad to do it.

Mr. Garritan, let's start with you, and you may want to help him, Mr. Maurizi. In fact, why don't you sit between Mr. Quinn and Mr. Garritan, and that way you won't have to switch chairs.

Mr. Garritan, the counsel for your local, Mr. Joseph Maurizi, who just finished reading Mr. Gualtieri's statement, gave the committee some testimony last August 2 that I found a little bit confusing regarding the date that the 8,000 hour requirement was first adopted in local 154. At page 308 of the August 2 hearing book, Mr. Maurizi states that this requirement was first adopted by your Joint Referral Committee on October 1, 1982. We will place that record sheet in the record at this point as Maurizi committee exhibit 1-A.

[Maurizi exhibit No. 1-A follows:]

Exhibit No. 1-A

EXCERPT FROM HEARINGS--OVERSIGHT OF BOILERMAKERS, 1983
JUNE 29 AND AUGUST 2, 1983

PART 1

Now, one other thing. The 8,000 hours. On October 1 of 1982 the joint referral committee, consisting of contractors and union representatives amended the rules, on October 1 of 1982. And that is what Mr. Phillips is pointing out to you, hopefully, at 5.4.1 of article 3, because he pointed that out to me yesterday when we met in staff conference.

The **Chairman**. That is on page 11 of the agreement?

Mr. **Maurizi**. Yes, but you have to go back to the title. It is called joint referral rules, article 3 on page 5.

The **Chairman**. OK.

Mr. **Maurizi**. And then you go to page 11, 5.4.1 is part of article 3.

The **Chairman**. Right.

Mr. **Maurizi**. Now, what happened there was that on October 1, 1982, the joint referral committee—and we have that exhibit which we will bring here in September—they required 8,000 hours of actual practical working experience in the boilermakers trade in the building and construction industry, or—or who have satisfactorily served an apprenticeship in the trade of field construction, boilermaker, under an apprenticeship program approved—excuse me, under an apprenticeship program approved by the U.S. Bureau of Apprenticeship Training, et cetera.

Now, there are several exceptions to this, Your Honor. Under the Pittsburgh plan we called the NLRB who is monitoring our referral practices. We called them and asked them if the minorities, the blacks, the women, the Hispanics, and so forth, who did not have the 8,000 hours, whether we had to remove them from the referral list. And their answer was no, if it is an approved program in order to induct these minorities into the trades, that is one exception.

The **Chairman**. So you are saying 1982.

Mr. **Maurizi**. October 1.

The **Chairman**. October 1.

Mr. **Maurizi**. Yes.

The **Chairman**. That is when the 8,000 hours came into being?

Mr. **Maurizi**. That is when the joint referral rules of the boilermakers—the International had 8,000 hours for local lodges across the United States—I think at one time it was 4,000 hours.

The **Chairman**. It was 4 years. In other words, I've got a book here that is a 1972 book, I think, or 1976. It is a 1976 book.

Mr. **Maurizi**. Was that the Vancouver Convention, Senator?

The **Chairman**. I don't know. This is the articles of agreement. That is your agreement in 1972, isn't it?

Mr. **Maurizi**. All right.

The **Chairman**. Well, what it says here is for qualified construction boilermakers. "Boilermakers shall be qualified for registration on a boilermakers out-of-work list who can satisfactorily establish that they have had at least 4 years actual practical working experience in the boilermaker trade as a foreman, subforeman or boilermaker in the building and construction industry, or who—" and it goes on.

Mr. **Maurizi**. Yes.

The **Chairman**. Let me give you another—let me just see if I can hurry this along. Because you and I aren't going to disagree much

The CHAIRMAN. Are you aware of Mr. Maurizi's testimony on that point, that that requirement was first adopted by your Joint Referral Committee on October 1, 1982?

Mr. GARRITAN. Yes, sir.

The CHAIRMAN. OK; do you agree with that testimony?

Mr. GARRITAN. Yes, sir.

The CHAIRMAN. OK; this point is important because, according to the documents submitted by your local and the international, it appears that a lot of people between 1979 and 1982 were referred out as journeymen even though they had less than 8,000 hours in the trade and had not yet completed an apprenticeship training program.

Now let me ask you to review the letter to the NLRB in Pittsburgh by Mr. Joseph W. Moreland, who is the attorney for the International. The letter is dated January 12, 1983 and already has been placed in the hearing record as Jones committee exhibit No. 2.

Now the letter states on page 1, and I quote:

> The 8,000 hour requirement for registration on the out-of-work list of Local Lodge No. 154 was not formally implemented effective October 1, 1982. The Local Joint Referral Rules of Local Lodge 154 negotiated by management and union representatives to the Local Joint Referral Committee first included a requirement of 8,000 hours of experience at the trade of field construction boilermaking as an alternative to completion of a formal apprenticeship for registration as a journeyman boilermaker on February 9, 1979.

Are you familiar with the 1979 Joint Referral Rules which were adopted by local 154 and the contractors on February 9, 1979? Are you familiar with that?

Mr. GARRITAN. No.

The CHAIRMAN. You are not?

Mr. MAURIZI. Perhaps I can answer some question with reference to that letter.

The CHAIRMAN. Let me just place that in the record as Garritan committee exhibit No. 1 and then turn to you, Mr. Maurizi.

[The exhibit referred to was previously submitted for the record and appears on p. 376 as Jones committee exhibit No. 2.]

Mr. MAURIZI. Mr. Garritan was not on the Joint Referral Board.

The CHAIRMAN. Who was not? Mr. Garritan, you say?

Mr. GARRITAN. No.

Mr. MAURIZI. Mr. Garritan was not on the Joint Referral Committee's Board at that time, but let me clear the air on that just a minute if I may.

The CHAIRMAN. Joe, I think we can clear it up. Let me keep going here, and then you interject.

I also have obtained a copy of the 1979 collective bargaining agreement between local 154 and the boilermaker employers dated June 1, 1979. At page 13 it contains language specifying an 8,000 hour requirement or completion of apprenticeship for referral as a qualified construction boilermaker. I will put that in the record at this particular point.

[Material supplied follows:]

EXCERPTS FROM 1979 COLLECTIVE BARGAINING AGREEMENT, LOCAL 154

as may be deemed necessary and each applicant shall complete such form or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess. Applicants for employment shall, upon reporting for work, provide the Employer with a copy of the above Qualification Sheet.

Section 5.2 Place of Registration. The registry for referral shall be the office of Boilermakers Lodge No. 154 at 1221 Banksville Road, Pittsburgh, Pennsylvania 15216.

Section 5.3 Registrar — Dispatcher. The registrar and dispatcher for the exclusive referral system of Lodge No. 154 shall be the Business Manager of the Lodge or his designated representative.

Section 5.4 Order of Registration. All qualified applicants shall be registered on an out-of-work list. It has been jointly determined that to qualify for registration on an out-of-work list, a registrant must meet and satisfy the criteria established under the National Joint Rules and Standards as follows:

5.4.1 Qualified Construction Boilermaker. Boilermakers shall be qualified for registration on a Boilermakers out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the Boilermaking trade in the

building and construction industry or who have satisfactorily served an apprenticeship in the trade of Field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards. (NOTE: Section IV. A. 1, National Joint Rules and Standards Governing the Operation of Exclusive Referral Plans, shall be applicable to all new registrants for referral beginning on the date of approval of the revised area or Local Joint Referral Rules.)

5.4.2 Qualified Boilermaker Apprentice. Boilermaker apprentices shall be qualified for registration who can establish that they are indentured and serving an apprenticeship as Field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

5.4.3 Other Applicable Classifications. Other applicable classifications as defined and contained in the riate Labor Agreement.

ection 5.5 When an applicant wishes to register does not qualify as a Boilermaker journeyman or prentice, he may be registered on the out-of-work list established for this purpose in accordance with Section B of the National Joint Rules and Standards, and referred for work un he terms and conditions of the applicable Coll argaining Agreement.

The CHAIRMAN. Now separate lists are to be maintained for apprentices, helpers, and trainees. Are you familiar with that agreement, Mr. Garritan?

Mr. GARRITAN. Yes, sir.

The CHAIRMAN. You are? OK; now this is already in the record as Jones committee exhibit No. 4.

Mr. MAURIZI. May I clear the air on that, Senator?

The CHAIRMAN. Yes.

Mr. MAURIZI. I think we are both in agreement as to what happened here. There is no question that the International union had what they called a national standard joint referral clause that all locals should implement and adopt if they negotiate such exclusive hiring hall systems with contractors in the given area, and there is no question that in 1979 in local lodge 154 collective bargaining agreement, article 3 in its form as submitted by the international union was put in the local lodge agreement, but the Joint Referral Committee consisting of three employer representatives, I believe, and three union representatives, did not implement the 8,000 hour rule that was in the labor contract.

Now what they did not do was establish that to be eligible for a referral, to get on the referral list, you have to have 8,000 hours of actual experience in the boilermakers construction trade. If you recall, we had charges that were filed against the local lodge on the subject of not implementing the objective standards of article 3 of the labor contract.

The CHAIRMAN. Right.

Mr. MAURIZI. The Borings, to their credit, and others, six named charging parties, filed charges raising that very legal question, and the board investigated those charges. We have the National Labor Relations Act, an already existing piece of legislation, the National Labor Relations Act, section 8(b)(1) and 8(b)(2), passed in 1947 as I recall, when the Taft-Hartley Act was passed. That legislation has been on the books since those many, many years.

What it says in effect is—and I would like to get the record straight on this—what the act says is that you can adopt and implement any hour requirement rule you desire for purposes of the first step process in the referral system. The NLRB has stated that you can adopt a 2,000 hour rule, a 4,000 hour rule, a 6,000 hour rule, a 20,000 hour rule. That's a subject which the parties in the free collective bargaining system have to mutually agree on.

All the board is concerned about is this: Once you adopt a rule, you have to apply it on a nondiscriminatory basis. You cannot apply one rule to members for referral and another discriminatory rule against nonmembers in the referral system.

So, to make our point clear, what occurred in this case after those charges were filed by the Borings, the NLRB found that local lodge 154—and I believe I testified to this at the August 2, 1983 hearing—the NLRB found that Local Lodge 154 did not implement objective standards in the referral of its hiring hall system. That case went all the way up the Third Circuit Court of Appeals, finally came to rest after much litigation, and now we are in the process of analyzing whether or not, of the 79 claimants—by the way, this morning when I heard the testimony that there were 4,500 people who were sent letters, that is true. The board has informed us that in the process of trying to find out who was discriminated against and who was not discriminated against, those persons who were claiming to be discriminated against, they asked us for every person, the NLRB asked us for the name of every person who ever utilized the lodge 154 exclusive hiring hall system from October 1977 through August of 1982. They got over 4,500 names. That's where we get that 4,500 figure there was some confusion about this morning.

The board sent out over 4,500 letters saying, "We have found that local lodge 154 did not operate its exclusive hiring hall system on an objective standard basis, and we want to know if you are claiming that you were discriminated against in those years, 19 quarters, a 4½ year period, I believe.

The CHAIRMAN. Excuse me. Mr. Maurizi, that was referring to the discrimination charge, the 4,500 people. We are talking about the 8,000 hour charge.

Mr. MAURIZI. Well, yes; here is where this comes.

The CHAIRMAN. There were 45 that——

Mr. MAURIZI. Here is where this comes: This 8,000 hour requirement is an objective standard.

The CHAIRMAN. That's right.

Mr. MAURIZI. And, you see, if you don't implement an objective standard, if you are referring persons out of the local lodge not on an objective standard basis, then generally– generally, without any specific findings of who was discriminated against and who wasn't—you have not complied with a nondiscriminatory exclusive hiring hall system.

Now the board has found that. What I am trying to point out is, there is legislation in place since 1947 that protects any party who claims that they have been not referred out on a nondiscriminatory basis because they are not members of lodge 154.

The CHAIRMAN. And that's what——

Mr. MAURIZI. But that is a matter of record.

The CHAIRMAN. OK; but now——

Mr. MAURIZI. We have never denied that.

The CHAIRMAN. Oh, I know. Here is what I am trying to get down to. Garritan exhibit No. 1 is the actual agreement signed by Mr. Gualtieri, Mr. Murphy, and others, on behalf of local lodge 154. This is the collective bargaining agreement between local 154 and the boilermaker employers.

Mr. MAURIZI. That's correct.

The CHAIRMAN. This was signed, as I read it, it is dated February 9, 1979, signed by the employer representatives—E.B. Schneider, Alexander Simakas, and J.W. McGill, it looks like to me—and the union—Frederick Gualtieri, is it Vince Farr?——

Mr. LAWLOR. Ferra.

The CHAIRMAN. Ferra and Mr. Murphy.

Now this, if you turn to the fifth page in this agreement back in 1979, it says under paragraph 5.4.1:

> Qualified construction boilermakers: Boilermakers shall be qualified for registration on a Boilermakers' out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the boilermaking trade in the building and construction industry, or who have satisfactorily served an apprenticeship in the trade of construction boilermaker under an appren-

ticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

Now all I'm trying to get out here is that you made a mistake when you testified—I mean, I'm not trying to be——

Mr. MAURIZI. No, no; we're trying to get the facts out. That's the purpose of a legislative oversight hearing, I understand.

The CHAIRMAN. That's right. That's what I'm trying to do.

Mr. MAURIZI. And what I'm saying is, the Joint Referral Committee never implemented that. They had it on paper. They never implemented the rule.

The CHAIRMAN. But they had an obligation——

Mr. MAURIZI. But the board——

The CHAIRMAN [continuing]. Under this collective bargaining agreement, and if they didn't, that's part of the point we are making.

Mr. MAURIZI. But this is old hat. This is old hat. We're chewing the rug 44 times throughout these hearings. The NLRB has in fact found, in 1980 I believe it was when the first decision came down——

The CHAIRMAN. Sure they have found——

Mr. MAURIZI [continuing]. That this local union did not implement the objective standards of article 3, the exclusive hiring hall system, so it's all right to rehash it in public hearings——

The CHAIRMAN. Sure.

Mr. MAURIZI. But my question is, What is the legislative purpose or objective if the NLRB in its proceedings has gone through all of that work—and we defended it vigorously—but have gone through all of that work and found as a matter of fact that the objective standards were not put into place? We don't have any argument on that.

The CHAIRMAN. Well, I agree. You know, the Moreland letter, Moreland said it was. He represented to the NLRB on behalf of the international that it was put in place. But you are saying——

Mr. MAURIZI. He had——

The CHAIRMAN [continuing]. That local union 154, for some reason, even though they signed the collective bargaining agreement requiring them to put it in place dated February 9, 1979——

Mr. MAURIZI. Please don't say local 154. Please put the blame where it properly should be placed.

The CHAIRMAN. Where is that?

Mr. MAURIZI. It was the joint referral rules committee that had the obligation to implement and enforce that rule. You see, that consists of employers as well as union representatives. For some reason, nobody wants to talk about employer responsibility in any of these things. You know, the so-called welding tests, the cheaters, it is the employer's responsibility.

The CHAIRMAN. Well, that's not what I have been talking about.

Mr. MAURIZI. They all want to——

The CHAIRMAN. I have been saying that both sides are wrong here because you had that obligation and you didn't do it, and bona fide Boilermaker Union members were not getting work while others who didn't have the experience and time in grade were getting work. What do you think these hearings have been all about? At least that's one allegation.

Mr. MAURIZI. Senator, this has been announced publicly by the NLRB as far back as 1980.

The CHAIRMAN. Why didn't you admit it back in 1982 when we were——

Mr. MAURIZI. And then the——

The CHAIRMAN. You denied it then.

Mr. MAURIZI. And then the affirmance, it was announced again. Now what I am trying to understand is, what is the purpose in a legislative oversight hearing to just repeat what the NLRB has found. I can point out many, many cases of employer violations under Section 8(a)(1) through (5) of the act. I can bring in here cases by the dozens, and if we have a legislative oversight committee to review all of those cases, we will never get our work done in these committee proceedings.

The CHAIRMAN. Well, let's be honest about it. We are trying to clear up whether there was an 8,000 rule or not. I remember in those early hearings it was completely denied that there was. As a matter of fact, your testimony was that it was in 1982, that that's' when you implemented the 8,000 hours.

Mr. MAURIZI. But do you understand why?

The CHAIRMAN. Sure, I understand it.

Mr. MAURIZI. The rule was implemented on October 1, 1982 because the NLRB, pursuant to existing legislation—there is no need for new legislation, it's there——

The CHAIRMAN. Well, you are the attorney for the——

Mr. MAURIZI. They said, "You have to implement and put into force on an objective basis the 8,000 hour rule," but they also said, "It doesn't have to be 8,000 hours." That's where a little confusion comes in here. The Joint Referral Committee, regardless of what the International recommends, a local union under the NLRB rules can adopt a 4,000, a 5,000, a 6,000, a 2,000, a 10,000 hour rule. They can do it.

The CHAIRMAN. Even though they enter into a contract that provides for 8,000.

Mr. MAURIZI. No, no, no; I say you're mixing apples and oranges.

The CHAIRMAN. But you are missing my point. You asked me why are we getting into this.

Mr. MAURIZI. Let's keep the apples——

The Chairman. This is the first time in all of these hearings that you have admitted that the 8,000 hour figure was agreed to back in 1979, the first time it was ever brought out.

Mr. MAURIZI. Now just a moment.

The CHAIRMAN. In those early days of these hearings you were saying this wasn't even important.

Mr. MAURIZI. No. No; I have always said I believe—I have always said that we did not implement the 8,000 hour rule on an objective basis. If you look in the record on August 2, I think you are going to find that on an objective basis we were found not to have implemented that 8,000 hour rule for referral purposes. That's what we said. And we just keep repeating that, and we'll say it 1,000 times, Senator, that the NLRB made the determination after a trial on the merits of the case. We have always given the Borings credit for that case. We have never tried to diminish that particular finding because it is a matter of record after a due process trial was held.

The **Chairman**. Let me read what you said. This is in the hearing on page 308 of the August 2 hearing in 1983.

Mr. **Maurizi**. Page 308? All right.

The **Chairman**. It's right in the middle of the page, in fact, about a quarter down.

> The **Chairman**. Right.
>
> Mr. **Maurizi**. Now what happened there was that on October 1, 1982 the joint referral committee—and we have that exhibit which we will bring here in September—they required 8,000 hours of actual practical working experience in the boilermakers trade in the building and construction industry, or—or who have satisfactorily served an apprenticeship in the trade of field construction boilermaker, under an apprenticeship program approved—excuse me, under an apprenticeship program approved by the U.S. Bureau of Apprenticeship Training, et cetera.
>
> Now there are several exceptions to this, Your Honor. Under the Pittsburgh plan we called the NLRB who is monitoring our referral practices. We called them and asked them if the minorities, the blacks, the women, the Hispanics, and so forth, who did not have the 8,000 hours, whether we had to remove them from the referral list. And their answer was no, if it is an approved program in order to induct these minorities into trades, that is one exception.
>
> The **Chairman**. So you are saying 1982.
>
> Mr. **Maurizi**. October 1.
>
> The **Chairman**. October 1.
>
> Mr. **Maurizi**. Yes.
>
> The **Chairman**. That is when the 8,000 hours came into being?
>
> Mr. **Maurizi**. That is when the joint referral rules of the Boilermakers—the International had 8,000 hours for local lodges across the United States—I think at one time it was 4,000 hours.

Now what I am pointing out here today is that the International had 8,000 hours, we think, in the constitution way before 1979 but certainly in the International agreement of February 1979.

Then I say:

> The **Chairman**. It was 4 years. In other words, I've got a book here that is a 1972 book, I think, or 1976. It is a 1976 book.

Mr. **Maurizi**. Yes; and I said: "Was that the Vancouver convention, Senator?"

Yes; everything I have said in there is correct. What occurred was, at the Vancouver convention in 1976 they changed a 4-year requirement—now this is the national constitution, you understand.

The **Chairman**. That's right.

Mr. **Maurizi**. The locals do not have to implement it. This is a standard that the international union is saying you should place into your local union collective bargaining contracts when you negotiate those.

The **Chairman**. Well, would it be fair to say that neither the employer on the joint referral committee nor the union on the joint referral committee, according to you they did not implement this 8,000 hour practice until 1982? Is that what you're trying to say.

Mr. **Maurizi**. There is no question——

The **Chairman**. Even though they had an obligation under contract to do so.

Mr. **Maurizi**. Well, that is subject to question, but the NLRB has concluded that under any circumstances you did not—you, local lodge 154—did not implement objective standards. That was the finding of that NLRB decision.

The **Chairman**. Well, then, was the——

Mr. MAURIZI. Now one of the objective standards was an 8,000 hour rule that existed in article 3 of the collective bargaining agreement; yes.

The CHAIRMAN. Well, then, was the international wrong in telling the NLRB that this standard had been in existence since 1979?

Mr. MAURIZI. No, no; now if we go back to this attorney's letter——

The CHAIRMAN. Right.

Mr. MAURIZI [continuing]. Which there was some confusion on this morning, the attorney for the international, Joseph Moreland, was correct in asserting that the 8,000 hour requirement for registration was a rule that the National Joint Referral Rules Committee wanted all local unions to place in their collective bargaining agreements.

The CHAIRMAN. If you read it carefully it says "local," Joe. It also refers to the local.

Mr. MAURIZI. Well, just a moment, though. What I am saying is, his letter is correct when he states factually, No. 1, that there was an 8,000 hour requirement to get on the registration list; and, No. 2, that Local Lodge 154 in their 1979 agreement, in article 3 thereof, had that 8,000 hour rule.

The NLRB found it wasn't implemented. The objective standard was not carried forth, and the NLRB found the violation accordingly, so we have no dispute on what has in fact occurred with reference to implementing the 8,000 hour rule, no dispute on that.

The CHAIRMAN. And you are saying 154 did not do that until 1982.

Mr. MAURIZI. The NLRB said it. I didn't say it; the NLRB said it.

The CHAIRMAN. You are saying the NLRB said it, that it was not implemented.

Mr. MAURIZI. Yes; well, they said objectively. You see, what the NLRB's position is, basically—no, I am not——

The CHAIRMAN. Well, let me ask you: Are you saying it was implemented before 1982? Are you agreeing with the NLRB now at this point? You see, I am saying when you sign a contract——

Mr. MAURIZI. You are switching questions on me, Senator, and my mind is such that I have to stay in one compartment at a time, you see. [Laughter.]

I'll give you an answer to that and then we'll go to something else.

The CHAIRMAN. OK.

Mr. MAURIZI. I don't mind the moving around bit because it's a challenge.

The CHAIRMAN. I don't think we're moving around. I think we're right on the very point, and that is, the union signed—the national union signed a collective bargaining agreement nationwide. Then you, pursuant to that agreement, used the same language requiring the 8,000 hours. Your people signed that with the employer representatives on February 9, 1979.

Mr. MAURIZI. It was in the local labor agreement in 1979.

The CHAIRMAN. And you're saying it wasn't implemented, and the first time anybody said it should have been implemented was the NLRB.

Mr. MAURIZI. Correct.

The CHAIRMAN. In 1982.

Mr. MAURIZI. Correct. Well, they said it in 1980. They said it in 1980 but, through the appeal procedures——

The CHAIRMAN. That bothers me a lot, see, because——

Mr. MAURIZI. Well, it shouldn't bother you. Do you know why it shouldn't bother you?

The CHAIRMAN. I think it would bother any reasonable person.

Mr. MAURIZI. Senator——

The CHAIRMAN. Let me do this, Joe: I've got to go to vote, and I will come back. We will recess just for a few minutes until I can get back. OK?

Mr. MAURIZI. All right. Please do come back.

The CHAIRMAN. I will. We will recess until then.

[Short recess.]

The CHAIRMAN. According to our records, 273 persons without 8,000 hours or completion of an apprenticeship program were referred and paid as journeymen at one time or another between 1979 and 1982. Now do you understand, Mr. Maurizi, how it might appear to an objective observer that your testimony and your comments at staff conferences might have been calculated to mislead us into thinking that these persons were referred and paid in conformance with the rules and agreements in existence between 1979 and 1982? Do you understand why we feel that way?

Mr. MAURIZI. Yes; I can understand the confusion on your part in that area. What we are trying to clear up is that, while there were persons who were referred out in those years 1977, 1978, 1979, 1980, and 1981, up to October 1, 1982, with less than 8,000 hours of actual working experience in the boilermakers construction trade, the point is that the employers when they would get to the jobs would have to determine what their qualifications were for the type of work required on those particular jobs. So the employer then in many cases would say, "Well, I don't believe you can do any welding or any high type of rigging work or what have you. Therefore, I am not going to pay you the journeyman's rate of pay. You will get the 70 percent rate or 80 percent or 90 percent of the journeyman's pay, whatever the case may be."

Now if the person referred believes that they were qualified, even though they had less than 8,000 hours of work, actual construction experience, if they believe they were qualified and could weld, let's say, or could rig or whatever work the employer required, that they could perform satisfactorily, then they can file a grievance under the collective bargaining agreement and claim the journeyman's rate of pay. But you see in most cases—in every case, I would say—the employer was the one who has to hire that person and is the one who has to set the rate of pay. If the employee doesn't agree with the rate of pay he or she is receiving, then they have to file a grievance under the collective bargaining contract.

Now I think Billy Lawlor and Jim Quinn, who have been with the local lodge for many years, can tell you in practice how employers would call for personnel by designation, in some cases by name, in some cases by job classification. Whether they need people to work specialized skills, whether they need skilled welders or just ordinary mechanics, those kinds of requests come over the telephone to the local unions and then, of course, the local unions have to try to fill those requests to the best of their information, knowledge, and belief. Then, once they get out there on the job, it's up to the employer. They have the sole responsibility for pretesting, screening, passing them.

Indeed, even if you get by—let's assume you're a pretty good faker and you're on the job, you passed the test, but whether you cheated or however else, you got on the job—once you're on the job, after the testing procedure, you have to perform the work. If you're not cutting the mustard they are going to fire you. They are going to send you back and say, "Look, you may be good on some kinds of work but you're certainly not good on the kinds of work we require."

So this 8,000 hour thing I think is a misnomer and it does a disservice to individuals because there are many, many people who have less than 8,000 hours of actual boilermakers construction experience that are excellent welders. They may have been to trade schools; they may have been to nonunion facilities in nonboilermaker type construction work. You know, you can weld in plants, in industry, aside from boilermakers' experience.

The CHAIRMAN. Well, as I look at these qualification sheets that they have filled in, you know, it says right at the top, "I am a qualified construction boilermaker with at least 8,000 hours of actual working experience at the boilermaker trade in the building and construction industry, or have satisfactorily served an apprenticeship in the trade."

Mr. MAURIZI. You know when those were drawn up?

The CHAIRMAN. Well, this one is dated 1980.

Mr. MAURIZI. That's correct. Those sheets, following the ALJ's——

The CHAIRMAN. That's before 1982.

Mr. MAURIZI. Well, see, the ALJ's decision came down, I believe, in 1980, and following the ALJ—administrative law judge—decision, those qualification sheets were drawn up.

The CHAIRMAN. I see.

Mr. MAURIZI. That explains—and then in 1982 is when the case came to its final litigation process through the third circuit court of appeals. I think the third circuit, February 1982, that ran out, and then in October 1982 is when——

The CHAIRMAN. Well, let me tell you what bothers me, Joe.

Mr. MAURIZI. Yes.

The CHAIRMAN. At the time of your testimony last August you were arguing rather emphatically in staff conferences that the 8,000 hour requirement was irrelevant prior to 1982 and that we shouldn't be given the pension records, so we had a rough time getting those records and finally had to threaten to subpoena before we could get those records. Now, had we not received the Moreland letter and the pension records, we would have had absolutely no way to prove you're wrong. But these documents, it seemed to me——

Mr. MAURIZI. Can we comment on that? You see, the pension records, I emphatically argued to your committee that the pension records that you were seeking from the national pension trust fund, when the trustees of that national pension fund took a position they didn't want to disclose financial information, as I had heard was one of the reasons why the employer and union trustees on that national pension fund would not initially permit the disclosure unless their names were coded with numbers, and they eventually did that and released those names, but the point was this that I was making to your committee. I was telling them that those national pension fund records will not give you all of the hours of actual boilermaker construction experience a person has in the industry, because many locals only require contribution to the national pension plan on the basis of 40 hours—some on all hours worked, others on 40 hours—and that would be only with union contractors who were subject to the obligation to contribute to the national pension plan. And I had suggested to your committee, your staff members, that there are many persons who come into this hall, and that is one of the prices we have to pay for an exclusive hiring hall system——

The CHAIRMAN. Of course, that's why we submitted the names to you for verification off the pension records. You know, you guys had to represent this. This was one of the key documents.

Mr. MAURIZI. No, what we did is, once you got the names, then your staff came into this local union of ours and we submitted to them, we gave them the records that we had on those names after you got them from the pension fund.

The CHAIRMAN. Well, we provided you with a list of 273 people referred by your union, paid at journeyman's rate.

Mr. MAURIZI. Yes.

The CHAIRMAN. And looking at the documents that——

Mr. MAURIZI. You got those from our records.

The CHAIRMAN. Yes, that's right. Looking at the documents that your local and international have given to the committee today, it would appear that these 273 individuals were paid at journeyman's rate, wage rate, but they did not have 8,000 hours in the trade nor had they completed a training program.

Mr. MAURIZI. But we don't dispute that. We don't—look, we are mixing apples and oranges again.

The CHAIRMAN. My question is—no, we're not. How can you pay a journeyman wage if you don't have 8,000 hours in the trade or have completed the training program?

Mr. MAURIZI. If an employer feels and maintains——

The CHAIRMAN. He can go ahead and pay more if he wants to, you're saying?

Mr. MAURIZI. Yes; he can.

The CHAIRMAN. And they're going to voluntarily do that?

Mr. MAURIZI. If that employee is good—let's say that he accepts an employee prior to October 1 of 1982. Now, you see, you have to distinguish between the practice that existed pre-October 1, 1982, and post-October 1, 1982. Pre-October 1, 1982, when he was accepting people with less than 8,000 hours and putting them on the job, testing them, having them do the work, if they did the work and they were good at it and he didn't have cause to fire them, he had every right to pay them the rate of pay which is equivalent to the journeyman's rate.

The CHAIRMAN. You're saying that it's a pattern of practice in the Pittsburgh area, out of this local, for these contracting companies building these utility businesses to pay journeyman's rates for people who should be paid less than journeyman wages because they haven't got the time?

Mr. **Maurizi**. Yes.

The **Chairman**. And you're saying that that is a pattern of practice? Who in the hell is going to pay for that? It's going to have to be the consumer.

Mr. **Maurizi**. No, no, Senator; let's assume tomorrow that the Joint Referral Committee—let's assume tomorrow the employers and the unions get together and say, "Look, work is picking up. Things are booming now. The economy is on the upswing. We are going to need all the good people we can get, and we want to change the 8,000-hour registration requirement to 4,000 hours." That's perfectly legal to do that, and if those persons under a 4,000-hour rule are referred out to the jobs and they can do the work, that employer has every right to pay them——

The **Chairman**. That isn't the question, Joe.

Mr. **Maurizi**. They have a right to pay them.

The **Chairman**. That is not the question. The union, they can modify that collective-bargaining agreement any time they want to by getting together.

Mr. **Maurizi**. Yes, by mutual agreement.

The **Chairman**. But what you're saying is, is that people who don't have the 8,000 hours, don't have the appropriate training program, that even though theoretically it is all right for an employer to pay them at journeyman wage rates, I don't know except in very rare circumstances where an employer is going to do that and pass on those added costs to the consumer when he can hire that person——

Mr. **Maurizi**. No, Senator; that's unfair. Let's assume you have—and we have had them, we have had them come out of nonunion shops or nonunion working experience—we have to refer them out of our union referral hall——

The **Chairman**. We have had testimony of people——

Mr. **Maurizi**. Just a moment. Let's assume they never went through an apprenticeship training program. They never went through an apprenticeship training program, and I daresay, Senator, these nonunion contractors don't have these restrictive requirements, they don't have these apprenticeship training programs, and they are building these powerplants and what have you.

The **Chairman**. Yes, but that's not part of this enforcement. I don't have any authority——

Mr. **Maurizi**. But the point I'm making is, let's assume we get—maybe we should investigate those nonunion contractors who hire these people.

The **Chairman**. They may have 8,000 hours nonunion, for all I know. They would still represent that on this sheet.

Mr. **Maurizi**. But let's assume we have somebody coming in from Louisiana who has never worked in the unionized area, and he comes in and signs a qualification sheet or he comes in and represents that he is a top-notch welder, he has welded for XYZ nonunion company in Baton Rouge, LA, that he has had 5 years of welding experience down there. Now he has never gone through an apprenticeship training course, he has never gone through a formalized training course. He had on-the-job experience in nonunion work but he is one hell of a good welder, so he represents to us he can do that kind of work. We send him out to the employer and then the employer has to test that fellow. He may fool us, but he shouldn't fool the employer when the testing procedure gets underway. And even if he gets by the testing procedure, he sure isn't going to fool his fellow workers once he is on the job doing what he has to do—he or she, Senator.

The CHAIRMAN. Well, see, our complaint is not against a great welder who may or may not have 8,000 hours. It is against those who don't have the capacity or the competency or the ability, who were certified and got journeyman's wages and stopped other journeymen who had earned their right to be referred first from getting that work.

Mr. MAURIZI. I agree.

The CHAIRMAN. That bothers me a lot, and that's the case, not that you can't have acceptance of the rule. If you read the Moreland letter, it was rigid: 8,000 hours or apprenticeship training, or that's it.

Mr. MAURIZI. Well, but you see, in the real world, as the Senator well knows——

The CHAIRMAN. In the real world nobody is going to pay if they don't have——

Mr. MAURIZI. In the real world, most of the building trades persons—and you can statistically study all trades in the United States and Canada—most of the persons who have the qualifications and ability to do building construction work, whether they are plumbers, pipefitters, electricians, or what have you—did not go through a formalized apprenticeship training program, did not go through that. Many of them got their experiences in industry, in shipyards, you name it, in nonunion areas, in trade schools, wherever, factories. They are competent, qualified people, and to disparage those people I think does an injustice. I think we have to find out who is qualified and who isn't qualified, and not put the label of 8,000 hours on their forehead, saying, "All of you that do not have 8,000 hours on your forehead, tattooed therein, you are all unqualified, incompetent nincompoops."

The CHAIRMAN. Nobody is saying that.

Mr. MAURIZI. That's not fair.

The CHAIRMAN. Let me see if I can bring this down to where we were.

Between 1979 and 1982, as I understand it, you are saying that local 154 when it referred a man with 8,000 hours in the trade, and there is no question about that, and he was hired, he would be paid the regular journeyman's wages or more. Is that right, depending upon whether he was a supervisor——

Mr. MAURIZI. You're giving me a hypothetical, saying that if a person had 8,000 hours, right——

The CHAIRMAN. Yes.

Mr. MAURIZI. Do you know we have some people that go out, that have 8,000 hours, on our registration list today, that go out there and they are rejected, sent back as not being qualified?

The CHAIRMAN. I am saying that he is referred, he is accepted, he has 8,000 hours, and he gets journeyman's pay, right?

Mr. **Maurizi**. Oh, sure; the employer makes that decision.

The **Chairman**. OK, OK; now between 1979 and 1982, if local 154 referred a man with 1,000 hours and he was hired, what would he be paid?

Mr. **Maurizi**. I don't know unless you tell me who the individual is. He could be paid——

The **Chairman**. Let's say that he is a normal progressing individual who has 1,000 hours in the trade, is not a full-fledged journeyman, does not have the abilities of a full-fledged journeyman, is in the apprenticeship program.

Mr. **Maurizi**. Now would—oh, an apprenticeship?

The **Chairman**. Sure; he only has 1,000 hours.

Mr. **Maurizi**. Well, there is—well, no, no, no. Not all——

The **Chairman**. Or he is in the training program, whatever you want to call it.

Mr. **Maurizi**. Well, we had a—what we had was a trainee classification in the contract from 1973 to 1976, 1976 to 1979. We had a trainee.

The **Chairman**. OK; let's quit splitting hairs. What happens first? If he has 1,000 hours and he is in the apprenticeship program, will he be paid?

Mr. **Maurizi**. Yes; if a person is in an apprenticeship training program, and that person has 1,000 hours——

The **Chairman**. All right.

Mr. **Maurizi**. All right? Under this contract, the contractor should only pay, is required to pay that person——

The **Chairman**. The apprenticeship rate.

Mr. **Maurizi** [continuing]. The apprenticeship rate, and it's 70, 80, 90 percent, depending on every 6 months. I believe that's how it goes. Now that doesn't mean, however——

The **Chairman**. What if he has 1,000 hours and is not in the apprenticeship program? How much will he be paid?

Mr. **Maurizi**. It depends on what the employer decides to pay him. Now if the employer says, "You're a trainee. I don't think you can do the work. You have 1,000 hours in the building construction industry. You can't weld. You're not competent. You're a trainee. I'm going to give you the 70 or 80 or 90 percent rate"—the employer has a right to make that decision. Then if the person is aggrieved, that person can say, "Wait a minute. I may only have 1,000 hours in the building construction industry but I went to 4 years of trade school at Connolly Tech"——

The **Chairman**. Let's say that——

Mr. **Maurizi** [continuing]. And I can weld better than anybody on this job."

The **Chairman**. You are saying those wage determinations are left exclusively in the hands of the employer?

Mr. **Maurizi**. I am saying that our contract sets minimum, minimum standards on the wages, and it says trainees shall get 70, 80, 90 percent. Apprentices get 70, 80, 90, and then 100 percent. Journeymen get the full rate and then foremen get a little more, and up the ladder.

Now it's up to the employer to determine whether he is going to slot that 1,000 hour trainee—whether it is the formalized apprenticeship training program or the trainee classification we had back in those years, 1973 to 1979, I believe—it's up to that employer to say, "This is the rate you're getting paid," and he can make it stick if the employee cannot prove that he is competent or qualified by other training, by other experience in a nonboilermaker building construction industry.

The **Chairman**. All right. Based upon information which you may possess which has not been made available to the committee, can you tell us whether any of the 273 people on the list did possess 8,000 hours at the time they were paid journeyman's wage rate?

Mr. **Maurizi**. Here's what we have to do there: If it becomes important to this legislative oversight hearing to determine whether or not legislation is required in the practices of hiring and classifying people and paying them wage rates, if the Senator feels that is a matter of great importance, to do justice to those—what did you say, 273 or 373?

The **Chairman**. 273.

Mr. **Maurizi**. To do justice to those people, you have to find out who they are, where they worked, and what did the employer pay them and why did he pay them that rate.

The **Chairman**. Well, we have all that.

Mr. **Maurizi**. Do you? Where are the employers who paid them? The union doesn't hire them. The union doesn't pay them.

The **Chairman**. What I'm asking you, do you have any information that would show that any of those 273 people possessed 8,000 hours at the time they were paid the journeyman's wage rate?

Mr. **Maurizi**. Oh, Senator, please—Senator, I think we are proceeding on an erroneous assumption here. What we are saying is, again, for the 19th time, everybody that has 8,000 hours is a competent, qualified person, regardless. They don't have to prove their competency. They don't have to take tests. They don't have to do the job.

The **Chairman**. Answer my question. My question is, did any of these 273 possess the 8,000 hours?

Mr. **Maurizi**. Senator, I don't know whether they are or are not——

The **Chairman**. Thank you. That's all I wanted to know.

Mr. **Maurizi**. But isn't it fair, wouldn't it be fair and just, if you are going to accuse any of those people of being incompetent, unable to perform their duties——

The **Chairman**. I'm not accusing them of that.

Mr. **Maurizi**. Wouldn't it be fair to conduct an investigation of each one of those and their employers, and find out if they performed the specific type of work on those construction projects that the employer required of them? You know, if they did and the employer says, "Yes, I paid them the full rate," then they did justice to that job, to the communities, to the utilities, and to the employer.

The **Chairman**. I am not interested in proving them competent or incompetent. I would like to be able to prove them competent.

Mr. **Maurizi**. I would think they were.

The **Chairman**. What I am interested in is complaints by union employees who are competent, who do possess the 8,000 hours, who haven't been getting the work or weren't getting the work while others did who may or may not have been competent but who had less than 8,000 hours.

Mr. MAURIZI. You know, there are some lawyers, there are some lawyers in the Federal court system, the Third Circuit Judicial Conference has concluded that some lawyers—and believe me, they have many years of experience but they don't keep up with the law—that the Federal courts are really concerned about their competency because they don't keep up with the law, and that's a subject that we're going to be talking about at this next conference that we have. So the fact that that lawyer has a badge on his shoulder that says, "I've been practicing for 26 years," doesn't make that lawyer competent in 1984. I daresay——

The CHAIRMAN. Well, are you saying any of these witnesses who testified that they are competent are not?

Mr. MAURIZI. I don't know if these 373 are competent or are not competent.

The CHAIRMAN. Mr. Maurizi, beginning on page 309 of the August 2, 1983, hearing book, you argued that numerous persons without 8,000 hours or apprenticeship training had been referred out as trainees at less than journeyman's pay over the last several years. We will put that in as an exhibit at this point.

[Material supplied follows:]

EXCERPT FROM HEARINGS--OVERSIGHT OF BOILERMAKERS, 1983
JUNE 29 AND AUGUST 2, 1983

PART 1

on this, except that I cite also the joint referral rules of Boilermaker's Local Union No. 154. You have got copies of those, I know.

It talks about qualified construction boilermakers. "Boilermakers shall be qualified for registration on a boilermaker's out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the boilermaker trade in the building construction industry or who have satisfactorily served an apprenticeship in the trade of field construction boilermaker under an apprenticeship program approved by the U.S. Bureau of Apprenticeship Training or state division of apprenticeship standards," et cetera.

And then another, I have got the apprenticeship standard rules, and this is from 1975 as I understand it. And it again says, "Term of apprenticeship. The term of apprenticeship shall be four years or 8,000 scheduled hours, with a minimum requirement of 6,000 hours."

I mean, it also says that you do get credit for previous experience, but only as an apprentice and not as a journeyman.

The committee finds, upon examining the apprentice's records that the apprentice has had previous practical or theoretical experience in the trade, it may grant advance standing on the term of apprenticeship subject to review before the end of the probationary period.

Mr. **Maurizi**. But Senator, you have to look at the other provisions of those collective bargaining agreements.

The **Chairman**. Let's do that.

Mr. **Maurizi**. On page 37—and I don't have the year of this one——

The **Chairman**. Which one are you talking about?

Mr. **Maurizi**. The trainee classification. That is clearly in there and that does not require 8,000 hours. You have to have on the job trainees who get 70 percent of the rate, 80, 90. and 100 percent over a period of time.

Now, if you just read the apprenticeship training program requirement of 8,000 hours without reading the rest of the contract, then it appears as though 8,000 hours was a condition precedent to a referral. But that is not true.

The **Chairman**. That's the way it looks to me.

Mr. **Maurizi**. But that's not true. The trainee program—many, many trainees in this union over the last 5 or 6 years, who now have 8,000 hours but who had on the job training—By the way, Senator, when they go out on these jobs they go out as helpers. They call them "Gophers." They do not go out on nuclear powerplants and weld. They do not go out on construction jobs and weld as the Borings and others have inferred. You have trainees who have to learn the business, and they start at the bottom of the ladder. They start out as tube stickers. They start out as burners, tackers.

The **Chairman**. I understand. Now, let's see if we can get through this point because it is important.

Mr. **Maurizi**. OK.

The **Chairman**. On your training classification——

Mr. **Maurizi**. Trainees.

Mr. **Maurizi**. Yes, there were a number of them that were referred out for less than the journeyman's pay. Now if you want to know who they are, we have to go through every one of those records to find out who got trainee's, who got apprentice pay, and who got journeyman's pay, and then go to the employers and find out why they paid them those rates. You're going to have a mixture in there.

The **Chairman**. Well, would you be kind enough to provide us a list of who was referred out between——

Mr. **Maurizi**. Oh, please.

The **Chairman** [continuing]. Between 1979 and 1982——

Mr. **Maurizi**. You want us to do the work?

The **Chairman** [continuing]. As a trainee? Sure.

Mr. **Maurizi**. You want us to do what work? What do you want us to do, Senator?

The **Chairman**. Provide us with a list of those who were referred out as trainees during those critical years between 1979 and 1982 with trainee pay, at trainee pay.

Mr. **Maurizi**. Hold it. No, hold it. We have to check every employer's record. Mr. Phillips, I'll tell you what I'll do. If Mr. Phillips feels that that is a necessary inquiry, I invite him to work with me on that subject. He uses his efforts and his expense and the expense of the committee to check out employers, and we will furnish the information—as we have, by the way—of referrals. You've got the record. Mr. Lawlor prepared that exhibit. We have submitted those records, and I ask Mr. Phillips to contact every one of those contractors and find out from their payroll records what they paid these persons and why they paid these persons these figures. Then, to be fair to the individual, to be totally fair to that person so he is not abused, find out if he did the work.

The **Chairman**. Look, all I want from you——

Mr. **Maurizi**. Find out if he did the work.

The **Chairman**. All I want from you is the union records as to who was and who was not a trainee during this time.

Mr. **Maurizi**. We submitted those. We submitted the designations. Oh, yes, we did.

The **Chairman**. Well, then, you'll have to show us where you did, and if you didn't, will you submit those to us?

Mr. **Maurizi**. We submitted a chart that shows whether they were apprentices, trainees—what was that cover sheet, Kevin?

The **Chairman**. There were not any trainees or mechanics on there.

Mr. **Maurizi**. I direct this question to Kevin McGinnis, because he was the one that came into Pittsburgh.

The **Chairman**. Look, I don't care whether you did or didn't. If you did, we'll accept that, but if you didn't will you submit those to us?

Mr. **Maurizi**. Oh, sure, sure.

The **Chairman**. OK; that's all I wanted.

Mr. **Maurizi**. Sure, but we don't want to let it hang halfway.

The **Chairman**. No, I understand that.

Mr. **Maurizi**. We want the employers. You have to go to the employers to find out several things: Did they do the work? What did they pay the person? Why did they pay the person that rate, whether it's trainee, apprentice, journeyman?

The CHAIRMAN. All right.

Mr. MAURIZI. I think that's the fair inquiry. You see, we can send them out as a trainee but the employer can pay them more than the rate if they're doing the work. They can't pay under the rate.

The CHAIRMAN. Well, I don't read the collective bargaining agreement the same way you do, nor do I read the——

Mr. MAURIZI. Yes; it provides minimums, Senator.

The CHAIRMAN [continuing]. Nor do I read Mr. Moreland's letter that way. Let me ask you this: Did the testimony of Messrs. Gary, Wayne, and Vernon Boring, Joseph Friend, and John Fleck, that welding tests have been falsified in local 154, in that area, did it give you any cause for concern?

Mr. MAURIZI. Let's talk about that a minute. You know, you had individuals, some of whom were behind screens. There is no way in this world——

The CHAIRMAN. I'm talking about the ones that I named, Mr. Maurizi. Respond to those. The ones we had behind screens——

Mr. MAURIZI. You could never check that out.

The CHAIRMAN. Oh, you can.

Mr. MAURIZI. Now there were certain people that got up here and testified—Boring was one of them—he said, "I cheated 16 coupons on a job in Conemaugh Township in 1977, and I cheated because somebody told me to cheat." Now that's nonsense. That's utter nonsense. In fact, we talked to Mr. Ray and he's willing to come down here and testify. Frank Ray was the job foreman, general foreman, I believe, or foreman, and he said this and he's willing to testify to back it up, and you're welcome to talk to him. He said—here it is—he said: "I, Francis E. Ray, Jr."——

The CHAIRMAN. Why don't we put his statement in the record, but——

Mr. MAURIZI. Yes, but, Senator, I just got this the other day from him and I haven't had it notarized, and I want it——

The CHAIRMAN. We'll put it in the record anyway. Just leave it and submit it to the record.

Mr. MAURIZI. Oh, sure, but let me just read it, though, because that has to answer that question.

The CHAIRMAN. OK; go ahead.

Mr. MAURIZI [reading]:

> As general foreman for Schneider, Inc., I had the responsibility and authority to conduct and direct the testing procedure for the employer. After reading Mr. Boring's statement concerning the events which occurred at Schneider, Inc., Conemaugh, PA powerplant project on or about December, 1977, I never instructed Gary W. Boring to run off 13 test coupons because they "were needed for some other guys on that shift." Mr. Boring is not telling the truth when he makes this statement. I recall giving Mr. Boring two tests and gave him one coupon for each test on the Conemaugh powerplant project. The tests were a 6-G; that is, a 45° angle weld. The first test Mr. Boring took looked mediocre, in my opinion, so I instructed him to take a second test. He passed the second test on a single coupon.
>
> Following Mr. Boring's passage of the second test, I instructed him to stay at the test booth to assist in the preparation of the coupons for the welding tests of other persons who were referred to this job for employment. His work consisted solely of the use of hand files, wire brushes, emery cloth to clean and prepare coupons for

> welding testing for other persons. He was never instructed by me to perform welding tests for other persons.
>
> If Mr. Boring testified that he performed tests for other persons, he did it on his own, without my knowledge. If in fact Mr. Boring cheated—

This is important—

> If in fact Mr. Boring cheated by taking tests for other welders at the Conemaugh powerplant project job, and if these facts were known to me as the general foreman, I would have fired him immediately and he would have been barred from further employment with Schneider, Inc. The firing would also have included any person who would have asked Mr. Boring to take the test for him.
>
> Furthermore, if Mr. Boring claims he was instructed by Schneider, Inc. supervision to take welding tests on the Conemaugh plant project—

This is very important—

> He could have very easily reported these alleged events to the owners of Schneider, Inc. or the appropriate authorities back in December of 1977, at which time these events allegedly occurred. It appears strange indeed that he would make these kinds of allegations for the first time in October 1982, 5 years after the alleged incident occurred.
>
> I have read the above statement and swear it to be true to the best of my knowledge, information, and belief. Frank E. Ray, Jr.

Now I point this out for this reason: Anybody can come up here and say, "I cheated. Senator I cheated on a test in Duck Island, N.J."

The **Chairman**. And anyone can come up and say that he is not telling the truth.

Mr. **Maurizi**. Now the point is this: If that person is a cheater and comes up here and testifies he cheats—and believe me, there are cheaters all over the world, in everything, on tests in universities, law schools, medical exams, you name it——

The **Chairman**. That's a given.

Mr. **Maurizi**. West Point, in fact, had a few examples of cheating where mass expulsions occurred. My point is this: We are all old enough to realize that cheaters do exist in our society, and if there are cheaters—whether it is Boring as a cheater, or the fellow who testified at Duck Island——

The **Chairman**. Or whether it is this man.

Mr. **Maurizi** [continuing]. Or whoever else—whether it's who?

The **Chairman**. Whether it's this man who gave a false affidavit, who knows? Somebody is lying here. I don't know who it is.

Mr. **Maurizi**. Oh, you mean whether it's Frank Ray?

The **Chairman**. Yes; so he's got to be right and Boring's got to be wrong.

Mr. **Maurizi**. But the point is, Frank Ray didn't testify he cheated. Gary Boring testified he cheated. It wasn't Frank Ray who said, "I cheated."

The **Chairman**. It kind of makes you wonder who's telling the truth here.

Mr. **Maurizi**. Oh, yes; absolutely.

The **Chairman**. But I think before a man would come before a Senate committee and say he had cheated, he must——

Mr. **Maurizi**. Absolutely, and Frank Ray will come down here and testify to that incident, and anyone else that you need from that particular job.

Now the point is this: You get a few people that say, "I cheated," and then what you do is, you connect their acts of cheating to unions. You say the unions are responsible for workers cheating on jobs. That is utter nonsense. It's folly. It's up to supervision on the jobs. It's up to the employers to catch cheaters and to put the blame on unions in general is totally unfair.

The CHAIRMAN. Let me ask you this, Mr. Maurizi: In an article in the Johnstown Tribute——

Mr. MAURIZI. I'm familiar with that one.

The CHAIRMAN [continuing]. Dated July 30, 1983, you are quoted as saying that there was such an influx of books from local 636 in Titusville that local 154 would not honor those books because those who held them were not qualified. Now what do you mean when you say they were "not qualified"? You did say that——

Mr. MAURIZI. Yes; James Quinn, myself, and I believe Bill Lawlor met with a reporter from the Johnstown Tribune in Monroeville at the Marriott Hotel following the testimony down here—I believe it was in 1982, it may have been 1983—and James Quinn made the statements which I also supported, and he is in a good position to talk to you about 636 and Titusville and some of the problems that he was confronted with.

The CHAIRMAN. So this was going on then.

Mr. MAURIZI. Mr. Quinn, I think, can answer that.

The CHAIRMAN. This was——

Mr. QUINN. Yes, sir. Yes, sir; it was going on. I've got 8,000 hours going through my head, and now you're both giving me headaches. You're painting construction jobs like they're all the same, the same guy goes out and does the same thing, but that's not right.

But getting back to the other thing, just to bring that point up to you, Senator, about not having qualified people, I happen to know at the Shippingport job, in the original place, the original installation, that we had a job down there that there wasn't a boilermaker could do, there wasn't a steamfitter could do it and there wasn't an ironworker could do it. This guy didn't have but 20 hours in the construction industry and that was in the shop. He happened to be a midget, and was able to get inside the pipe and do the job, and I'm sure that he got a lot more than scale, so you can't paint a picture.

The CHAIRMAN. Yes, sure.

Mr. QUINN. You can't say every construction job is going to be this way or that way or another way.

The CHAIRMAN. And I know that.

Mr. QUINN. Let me get back to what we were talking about before you——

The CHAIRMAN. Well, let me just say one thing before you do. You know, we did have a witness testify last June that 636 books were sold to unqualified people who did work at the Three Mile Island plant, so when you come in and say——

Mr. QUINN. Well, Senator, I can't speak for the Three Mile Island plant through any other local but local 154.

The CHAIRMAN. But everybody who is representing your local has been speaking——

Mr. QUINN. I will represent the local, sir, and I will say this to you in all sincerity: That the officers of Boilermakers Local 154, at the time we needed an awful lot of people and there were people coming in. We needed 2,300 people. We were a local of probably 450 construction workers. We brought people in. Once it was determined that 636 cards were coming in with every Tom, Dick, and Harry off the street that couldn't do anything but the fact that they had a Boilermakers card, I personally went to the international vice president of our area—at that time it was Charles F. Moran—and asked him to look into it. He looked into it and he stopped it as far as Pittsburgh went, and Pittsburgh did not put any 636 new men on. I can say that.

The CHAIRMAN. OK. Now, Mr. Maurizi, you mentioned—

Mr. MAURIZI. That supported the statement we made to that reporter in a joint—the three of us were talking to the reporter, and that's where that statement came from.

The CHAIRMAN. I understand. The only reason I bring that out is because earlier in the day members of the union have said that they don't know of any Three Mile Island problems with people working——

Mr. MAURIZI. Well, that's true. The Boilermakers took the rap for Three Mile Island, and we had nothing to do with Three Mile Island.

The CHAIRMAN. I am saying we had one witness testify you did.

Mr. MAURIZI. Oh, no; I remember that——

The CHAIRMAN. He testified he had a book from 636, which you just——

Mr. MAURIZI. Mr. Boring testified that on Three Mile Island, he recalled being told to weld over some bad slag, to weld over, but it was on a transfer pipe. It was noncritical. It had nothing to do with the containment vessel or any critical area of that nuclear plant at Three Mile Island.

Now Mr. Boring testified before the NRC that he never meant to imply in his testimony here before this Senator in 1982, when he testified on May 11 and 13, he never meant to imply——

The CHAIRMAN. Well, the only reason I bring that up is because in the hearing transcript of August 2, I guess it was, I said:

> So they were unqualified as union journeymen welders; is that right?
>
> WELDER No. 2. Yes, sir.
>
> The CHAIRMAN. How did they get their union books?
>
> WELDER No. 2. There's a fellow named John Chappel, who was a business agent out of 636 out of Titusville. He sold the books right there on the job.
>
> The CHAIRMAN. I guess he sold them to anybody who had the money; is that right?
>
> WELDER No. 2. Well, if you got the bread, he got the butter for it.

Mr. MAURIZI. I heard that testimony but, you see——

The CHAIRMAN. Let me just finish.

> The CHAIRMAN. Was Mr. Chappel also responsible for hiring union personnel for other sections of the unit 1 plant as well?
>
> WELDER No. 2. He worked there but he had an 'in' with somebody else.
>
> The CHAIRMAN. Do you know who that somebody else was?
>
> WELDER No. 2. I cannot say right offhand, but I do know that there were qualified boilermakers walking the streets who could not get on that job because it was loaded up with 636 illegal books.

Mr. MAURIZI. Yes; well, I can see——

The CHAIRMAN. I only bring that out to show that there have been allegations made that have been kind of confused here today, and I wanted to set the record straight.

Mr. MAURIZI. Look, I think we can draw from that testimony these conclusions, if you want to draw inferences from testimony: A person said he believed——

The CHAIRMAN. I'm not accusing you, so don't——

Mr. MAURIZI. No, no. No; I know. It didn't involve local 154, but in all fairness, in analyzing competent relevant testimony what we should do on this record is give that person credit for certain things, who testified.

No. 1, he testified he believed they were incompetent and unqualified. Now if we had gotten into cross-examination of that person we would ask him, "Sir, upon what basis do you draw a conclusion that persons, all persons coming out of 636 are unqualified? Now there may be some persons who are unqualified in your opinion, sir"——

The CHAIRMAN. That isn't the issue. The issue is, we have had evidence—I am not saying all boilermakers unions and locals are corrupt in this country.

Mr. MAURIZI. Well, I am glad you have made that statement.

The CHAIRMAN. Yes; I haven't said that, and I don't think anybody has said that. What we are saying is, there are some things that are rotten in the boilermakers union, and there have been boilermakers who have come in and testified to that. Now, you know, I can't get into their minds either but I can say that a lot of things tend to back them up.

Let me just go back to that original question. You mentioned Gary Boring, but of course there was Wayne and Vernon Boring, Joseph Friend, John Fleck, and others who testified that welding tests have been falsified in the local 154 area. My question is, did you investigate those charges? Did you ask the international or any Government agencies to——

Mr. MAURIZI. Oh, absolutely. I——

The CHAIRMAN. OK.

Mr. MAURIZI. Just a moment. When they testified I wrote letters to the NRC, the DOL, and the FBI. I wrote letters saying, "Please investigate. Follow through." You recall when Mr. Boring said, "I have 35 names of unqualified welders. I have these names, Senator. I'll turn them over to you." It was a very dramatic, grandstand play.

Then the Senator did take those 34 names or whatever they are, and they gave them—as I understand it, you wrote a letter to Palladino, the Chairman of the Nuclear Regulatory Commission, and you said, "Follow through with this." I also wrote a letter on behalf of 154 and said, "Follow through with it."

And when the chips were placed on the table, when the cards were turned over, face up these agencies—and I am talking about the DOL and the NRC, I don't know about the FBI—but the NRC, in particular the NRC issued reports which stated that when they interviewed these persons who testified here, they could not substantiate the unqualified status of these 35 names.

The CHAIRMAN. And they ate a lot of those reports. In an earlier hearing they ate a lot of those reports, too, so don't think that comes out clean, I'll tell you.

Mr. MAURIZI. Oh, no, no; the reports are a matter of record in this case. The NRC report I placed on the record; the June 1983 NRC report I insisted——

The CHAIRMAN. They admitted they didn't even interview 34 of those welders, so don't give me that. We went over that here in this committee. They were embarrassed to tears here, sitting at that table.

Mr. MAURIZI. Oh, no; NRC's report is——

The CHAIRMAN. All I am asking—you and I differ on that——

Mr. MAURIZI. Yes; I would prefer not to argue with you on this point because——

The CHAIRMAN. No; I don't want to argue either. All I am asking for is——

Mr. MAURIZI. Read the NRC reports.

The CHAIRMAN [continuing]. Would you be kind enough to submit your letters for the record, that you wrote to the DOL, the NRC, and the FBI?

Mr. MAURIZI. Oh, yes; I have those letters.

The CHAIRMAN. Well, please submit them. That's all I'm asking you to do.

Mr. MAURIZI. Give me my correspondence file.

Can I read them into the record?

The CHAIRMAN. No; just give them to us and we will put them in the record. We just want to make as good a record as we can here.

Now let me turn to another subject. A number of witnesses before the committee have alleged that local 154 has discriminated against them by bumping them off the out-of-work list in favor of friends and relatives of the business agent or some other union official. Now let me ask you some questions about the differences in salaries paid some of these people, as they appear on the earnings records provided the committee by the National Labor Relations Board.

Mr. MAURIZI. While I'm looking through these records I'm listening as well.

The CHAIRMAN. You don't have to submit them right now. Submit them whenever you would like to.

Mr. MAURIZI. All right. OK; at the conclusion of the hearing.

The CHAIRMAN. Yes; there's no rush on that. I just want to put them in the record at this point.

Mr. MAURIZI. Right.

[Material supplied for the record follows:]

BALZARINI, CAREY & MAURIZI
ATTORNEYS AT LAW
3303 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412)471-1200

July 6, 1983

The Honorable Nunzio J. Palladino
Chairman
U. S. Nuclear Regulatory Commission
Washington, D.C. 20555

Re: Nuclear Facilities - Welders

Dear Mr. Palladino:

On behalf of my client, International Brotherhood of Boilermakers, Lodge 154, Pittsburgh, Pennsylvania, I am requesting your agency continue the investigation into Senator Hatch's charges that thirty-four names had been furnished to the Department of Labor and would be furnished to the NRC upon request, by Gary and Wayne Boring.

Senator Hatch, in his letter to you dated 5/21/82 (copy enclosed) and to the news media, stated it was "vitally important that the NRC obtain the facts of this matter with respect to the labor force at nuclear power plants." He clearly stated that the Borings had the thirty-four names and there would be no obstacle in getting this list of names from the Borings.

The Boilermakers, whose reputation and character is being maligned by the Borings and Senator Hatch, demand that these distorted and unsubstantiated allegations be exposed.

At the Hatch hearing of June 29, 1983, the Senator impugned the honesty and integrity of the NRC investigators who interviewed the Borings in connection with their allegations concerning the use of unqualified boilermakers at the Three Mile Island nuclear power plant facility.

When the Senator was confronted with the facts of your Investigation Report dated June 10, 1983 [Case No. 1-82-066], he failed to announce to the press and TV media the findings contained therein.

His attempt to salvage the credibility of his witness, Gary Boring, and attack the NRC at the June 29th hearing, clearly demonstrates his bias and total lack of concern for the truth.

We request the Borings be interviewed by the NRC investigators, under oath, in the presence of witnesses to determine if Senator Hatch is perpetuating a myth which the Borings have created.

Please respond to this request at your earliest convenience.

Sincerely,

J. M. Maurizi

United States Senate
COMMITTEE ON LABOR AND
HUMAN RESOURCES
WASHINGTON, D.C. 20510

May 21, 1982

Honorable Nunzio J. Palladino
Chairman
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Dear Mr. Palladino:

On May 11 and 13, 1982, the Committee on Labor and Human Resources held hearings regarding failure by the Departments of Labor and Justice to conduct adequate investigations of allegations of illegal union card selling and faked welding tests on the part of various local chapters of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers. Although these hearings were not focused directly on a 1980 NRC investigation of these same charges, information was revealed at the hearings that NRC's investigation was completed without your investigators obtaining a list of 34 possible informants in this case that had been supplied by Gary and Wayne Boring to investigators for the Department of Labor. Testimony also revealed that both illegal union card selling and faked welding tests may have been much more widespread than had been evident prior to the hearing.

It is vitally important that the NRC obtain the facts of this matter with respect to the labor force at nuclear power plants. In that regard I request that you take the following actions:

1. Reopen your investigation of the charges made by Gary and Wayne Boring to your agency in 1979. I recommend specifically that you interview all 34 persons named by the Borings to the Department of Labor investigators and that you interview the Borings to determine whether they have obtained any additional names. My understanding is that the Borings did not give NRC the list of names when you requested it previously because they were instructed by Department of Labor investigators to withhold the list from other investigative agencies. Since the Labor Department's case is now closed, there should be no obstacle to your getting this list of names from the Borings.

2. Install a system of positive identification for welding tests at nuclear power plant sites. One such system you might consider is matching the photographs of the person being tested with that of a photo taken of the person being hired. The latter photo should be taken at the time of the employee's hiring.

Retest a sample number of welders at each nuclear power plant and conduct more thorough testing at sites where an inordinate number of welders in the sample fails the test. This is necessary because evidence revealed at the hearing that a large number of unqualified welders may already be in the labor force at our nation's nuclear power plant sites.

Your cooperation in this matter is greatly appreciated. Please let me have your response at your earliest practicable opportunity.

Sincerely,

Orrin G. Hatch

Orrin G. Hatch
Chairman

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July 1, 1983

Director
Nuclear Regulatory Commission
Office of Investigation
Region 1
631 Park Avenue
King of Prussia, PA 19406

Dear Sir:

Pursuant to a request I made under the FOIA I have received from your Washington office of the General Counsel a complete report dealing with the subject of "Unidentified Nuclear Facilities/Alleged Unqualified Welders and Fake Welders' Tests at Nuclear Facilities". The report was dated June 10, 1983, Case No. 1-82-066 which covered a period of investigation from the time following Senator Orrin Hatch's hearings of May 11 and May 13, 1982 through March 30, 1983.

Apparently Senator Hatch was not satisfied with the results of the investigation because the Borings and other witnesses who appeared at the May 11 and May 13, 1982 hearings were unable to substantiate their allegations. Indeed, the report reflects that Gary Boring contradicted the testimony he presented at the Hatch hearing of May 11, 1982.

At the June 29, 1983 hearing, in an attempt to rescue the credibility of his principal witness, Gary Boring, Senator Hatch proposed your investigators at the Nuclear Regulatory Commission did not quite understand what Gary Boring said in his signed, sworn affidavit, in which the evidence appears to contradict his May 11, 1982 testimony at the Hatch hearing. The affidavit of Gary Boring which was given to your investigators on October 21 and October 22, 1982, appears as Attachment 4 in the investigative report.

Senator Hatch implies that the NRC investigators really did not understand what Mr. Gary Boring was trying to say, and is looking for a second chance in an attempt to rehabilitate Gary Boring's credibility as a witness.

Director
Nuclear Regulatory Commission
Office of Investigation

July 1, 1983

page two

Therefore, I am suggesting that the Nuclear Regulatory Commission investigators take depositions of Mr. Gary Boring, under oath, in the presence of witnesses, and demand that he submit specific evidence in support of his allegations that "unqualified welders" were performing work on the nuclear power plant facilities at Three Mile Island and/or elsewhere.

Based upon our knowledge of the events which have transpired to date, my clients, Boilermakers Local Lodge 154, sincerely believe that Mr. Boring does not have such evidence and that Senator Hatch is propogating a myth and making a grand-stand play for political purposes because of the importance of the safety of nuclear power plant facilities in the minds of the American people. We all know that this is a very well-publicized topic and we sincerely believe that Senator Hatch is exploiting the subject in an irresponsible way.

Accordingly, we respectfully request that the investigation continue and that your office demand that any individuals who make these allegations submit competent, relevant evidence in support thereof or publicly announce that no such evidence exists. The public has a right to know whether Senator Hatch's attempts to rehash these unfounded allegations are supported by fact or fiction.

We trust that your office will seek out the truth.

Sincerely,

J. M. Maurizi

cc: Mr. Wm. Lawlor, Local 154

JMM:pm

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June 1, 1983

Mr. Joseph Felton
Director
Division of Rules and Regulations
Office of Administration
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555

Re: Borings Brothers Allegations
NRC Investigative Report - 1-82-066

Dear Mr. Felton:

Please be advised that the undersigned represents Boilermakers Local Lodge 154, Pittsburgh, Pennsylvania.

It is my understanding that pursuant to allegations made by the Boring brothers an investigation was conducted by the NRC and, pursuant to that investigation, a report has been submitted to the NRC headquarters in Washington, D.C.

Since the allegations which the Borings have been making over the past seven years concerning "unqualified welders" being referred to nuclear power plant projects under the jurisdiction of the NRC involve boilermaker journeymen who are referred to these projects, I am hereby requesting, pursuant to the Freedom of Information Act, a complete report of the investigation and the results of same.

I am informed by your Region 1, King of Prussia, Pennsylvania office that the file on the Boring brothers allegations is identified as 1-82-066.

In view of the fact that Senator Orrin Hatch is conducting public hearings in Washington, D.C., on June 17, 1983, I would appreciate your expeditious handling of our request. In fact, if necessary, I will personally pick this report up in Washington, D.C., on June 16, 1983, the day before the hearing, if it cannot be forwarded in the U. S. Mails by June 14, 1983.

Thank you for your consideration in this matter.

Sincerely,

J. M. Maurizi

BALZARINI, CAREY & MAURIZI
ATTORNEYS AT LAW
3303 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412)471-1200

May 25, 1983

R. E. Shepherd, Acting Director
United States Nuclear Regulatory Commission
Region 1
631 Park Avenue
King of Prussia, PA 19406

Dear Mr. Shepherd:

My client, the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge 154, has been informed by Senator Orrin G. Hatch that hearings will be conducted by him in Washington, D.C., on June 17 and 24, 1983.

On August 19, 1982, I wrote to your office requesting information relative to allegations made by Gary and Wayne Boring concerning nuclear power projects under your jurisdiction.

On September 7, 1982, your office responded by letter stating that the NRC, King of Prussia office (Region 1) had "not received a list of names of 'unqualified boilermakers' from any representative on the staff of Senator Hatch".

Have the Borings or any representatives on the staff of Senator Hatch submitted any evidence to your agency in support of their general allegations that "unqualified boilermakers" are being referred by Local Lodge 154 to nuclear power plants?

I would appreciate an early response to this inquiry in view of the pending Hatch hearings scheduled for June 17 and 24, 1983.

Sincerely,

J. M. Maurizi

JMM:pm

COPY

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ATTORNEYS AT LAW
3303 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219
(412)471-1200

July 7, 1983

The Honorable Raymond J. Donovan
Secretary of Labor
U. S. Department of Labor
200 Constitution Avenue, N.W.
Room S-2018
Washington, D.C. 20210

Re: Department of Labor - Hatch
Hearing Allegations

Dear Sir:

Allegations were made by Senator Orrin Hatch and Gary and Wayne Boring in which they stated publicly, at hearings conducted by Senator Hatch, that the Department of Labor has been furnished a list of thirty-four names of "unqualified welders" who have obtained "illegal" membership cards in the Boilermakers Union and were referred for work on nuclear power plant projects.

Pursuant to the FOIA we are requesting any and all relevant records of investigations conducted by the Inspector General's office of the Department of Labor relating to these unsubstantiated allegations.

My client, Boilermakers Local Lodge 154 of Pittsburgh, Pennsylvania, is requesting that the Borings and any other persons, including members of Senator Hatch's staff, be investigated to pin down the allegations made at the Hatch hearings on May 11 and May 13, 1982, and again on June 29, 1983.

We strongly believe that any allegation which generates fear in the minds of the American people and attracts national news media attention because it relates to nuclear power plant projects should not be dropped or forgotten.

My client is demanding that those persons who make such allegations, including Senator Hatch, be held accountable for

The Honorable Raymond J. Donovan July 7, 1983

page two

what they say if such statements turn out to be false or misleading. We believe these allegations are false and irresponsible and, therefore, demand an investigation into this serious matter.

Please forward to the undersigned as counsel for Boilermakers, Lodge 154 the documents and records requested for the years 1974 to date.

Further, please pursue your investigation into these unsupported allegations made at the Hatch hearings.

Sincerely,

J. M. Maurizi

cc: Mr. Wm. Lawlor, Business Representative
Boilermakers Local Lodge 154

JMM:pm

U.S. Department of Labor

Labor-Management Services Administration
Washington, D.C. 20216

Reply to the Attention of: Labor-Management
Standards Enforcement

July 15, 1982

Mr. J. M. Maurizi
Balzarini, Carey & Maurizi
Attorneys at Law
3303 Grant Building
Pittsburgh, PA. 15219

Dear Mr. Maurizi:

Your letter of June 21, 1982, asks whether we have received a "list of names" from Senator Hatch which had been furnished by Gary and Wayne Boring. The list apparently pertains to testimony before Senator Hatch on May 11, 1982.

In response, this will advise that we have not been given such a list.

Sincerely yours,

Richard G. Hunsucker
Director

JUL 19 1982

BALZARINI, CAREY & MAURIZI
ATTORNEYS AT LAW
3303 GRANT BUILDING
PITTSBURGH, PENNSYLVANIA 15219
(412)471-1200

August 10, 1983

United States
Nuclear Regulatory Commission
Office of Investigation
Washington, D.C. 20555

Attention: Ben B. Hayes, Director

Re: Boilermakers Local Lodge 154

Dear Mr. Hayes:

At a Senate Committee on Labor and Human Resources hearing held on August 2, 1983, a Mr. French E. Gower testified.

In the course of his testimony he made certain allegations concerning the use of "unqualified" welders at the Shippingport Beaver Valley Unit No. 1 nuclear power plant facility. Because of the serious nature of these allegations and the insinuations that the contractors, the utilities, the union and the NRC were not doing their respective jobs concerning the alleged use of unqualified welders at nuclear power plant facilities, we are requesting that the NRC contact Mr. Gower concerning these allegations.

It is imperative that Mr. Gower and the Chairman of the Committee on Labor and Human Resources not be permitted to put on the record allegations of this type without substantiating evidence. We are requesting expeditious action in this matter and would appreciate a copy of any final investigative report which your agency issues following investigation regarding its findings.

Sincerely,

J. M. Maurizi

cc: NRC, King of Prussia, PA

Boilermakers Local Lodge 154

JMM:pm

COPY

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

August 5, 1983

Mr. J. M. Maurizi, Esq.
Balzarini, Carey & Maurizi
3303 Grant Building
Pittsburgh, Pennsylvania 15219

Dear Mr. Maurizi:

Thank you very much for your letter of July 6, 1983. We are taking your request under advisement.

Sincerely,

Ben B. Hayes, Director
Office of Investigations

AUG 10 1983

The CHAIRMAN. Now I have no qualms about relatives working on the payroll and so forth. What we are asking is questions about the differences in salaries. In 1980, for instance, Wayne H. Boring, a witness before the committee in 1982, made $8,127 while Gregory P. Gualtieri, who is a nephew of the late business agent, Fred Gualtieri, made $49,171.

Mr. MAURIZI. That was—which is the name of that person? What's the name of that person?

The CHAIRMAN. Gregory. Gregory P. Gualtieri, as I understand it.

Mr. MAURIZI. What did he make?

The CHAIRMAN. He made $49,171, as I understand it, and Wayne Boring made $8,127. My question——

Mr. MAURIZI. In what year, Senator?

The CHAIRMAN. That was in 1980.

Mr. MAURIZI. All right.

The CHAIRMAN. Or was that in 1982? It was in 1980, and my question is, Was there any difference in the qualifications of those two welders?

Mr. MAURIZI. No, Senator; see, now, that's an unfair question.

The CHAIRMAN. Well, I don't think——

Mr. MAURIZI. Because—I'll tell you why.

The CHAIRMAN. Well, tell me why.

Mr. MAURIZI. I'll tell you why it's unfair.

The CHAIRMAN. I'd like to know. I didn't think it was unfair but I'll stand corrected. [Laughter.]

The CHAIRMAN. Hold it. Let's have no demonstrations in here. We'll show respect for all witnesses.

Mr. MAURIZI. Yes; now that's called a left-field play. Let me answer that.

The CHAIRMAN. Go ahead; I don't mean to be——

[Laughter.]

Mr. MAURIZI. We have to find out, when you compare what one boilermaker made against the earnings of another boilermaker, No. 1, you have to find out was that boilermaker available for work within the jurisdiction of lodge 154, No. 1. Did they accept all of the jobs to which they were asked to go? Now in Gary Boring's case, if you read the NLRB transcript of record——

The CHAIRMAN. This is Wayne. We're talking about Wayne.

Mr. MAURIZI [continuing]. He admitted—was this Gary or Vernon?

The CHAIRMAN. This was Wayne.

Mr. MAURIZI. I'm not sure Wayne testified. He may have testified. Yes, I think Wayne testified as well. If you look in the NLRB transcript of record, I had asked them, "Did you accept every referral out of 154 that was made to you?" And he said, "No, I did not because I didn't want to go to Brilliant, OH"—which was in the jurisdiction of 154—"or Shippingport, PA." or even southside Pittsburgh which was about 55, 60 miles from their home.

Now just let me finish. The Borings, the Borings themselves testified they did not accept every job that was referred to them. They had personal reasons. They have a right not to go to work if they don't want to work.

Now this Gualtieri fellow has a nice name because we all know who he is. You point out his earnings. Let's find out if he accepted every referral, and where did he go?

The CHAIRMAN. He apparently did. I won't dispute that point.

Mr. MAURIZI. Apparently he did. Now——

The CHAIRMAN. Let me just give you another.

Mr. MAURIZI. Yes, and you know, overtime jobs, you can make in this business $40,000 or $50,000 if you work a lot of overtime.

The CHAIRMAN. Apparently, Wayne wasn't doing that. Either he was lazy or——

Mr. MAURIZI. Oh, no; I'm not saying he was lazy. Gary Boring is not lazy.

The CHAIRMAN. Well, we're talking about Wayne now.

Mr. MAURIZI. He's just smart.

The CHAIRMAN. I see.

Mr. MAURIZI. And some jobs he does not want to go to and doesn't want to accept, and there were some jobs, as I understand it, that they were terminated from.

Mr. QUINN. Senator, I have three boys in the local. I wonder if they would want to match W-2 forms with them and split the difference? I challenge that right now——

The CHAIRMAN. Well, let me just say this: In the case of Wayne——

Mr. QUINN [continuing]. As far as discrimination because of a Gualtieri and a Quinn.

The CHAIRMAN. When they referred Wayne, I think there was testimony they would send him up—what was it?—a 600-foot stack, utility stack.

Mr. MAURIZI. Who was sent up on a utility stack?

The CHAIRMAN. The people who referred him.

Mr. MAURIZI. Who? There was one incident which Mr. Phillips well knows, because I believe he read the NLRB record.

Mr. LAWLOR. It isn't part of our jurisdiction.

Mr. MAURIZI. Just a moment.

Mr. LAWLOR. Wait a minute, Joe. Let me say something here, please.

Mr. MAURIZI. Go ahead.

The CHAIRMAN. I'm glad you're going to say something for a change, I'll tell you.

Mr. LAWLOR. I appreciate it. I sent these gentlemen up on that job.

The CHAIRMAN. You did?

Mr. LAWLOR. I did. I referred them out as boilermakers. OK?

The CHAIRMAN. All right.

Mr. LAWLOR. A boilermaker is a boilermaker. Now when they go on a job and they needed them up higher, the company didn't tell me that. They told me they were going to work on the breech unit attached to the stack. Now if they had to go up another 200 feet, well, God bless them. I've been up there, and everybody else who's a boilermaker in this room have, too, but not them. They would quit; then they went to OSHA. That's why.

I've got a list, Mr. Senator. I'll tell you what I'll do. I'll send you a list of their cards, of all the refusals they made. You'll see why they didn't make the money.

The Chairman. Was Mr. Gualtieri ever sent up that stack?

Mr. Lawlor. Mr. Gualtieri, Greg Gualtieri? Yes, he was, down at Shippingport, and my son was sent up there, too, 1,175 feet, Mr. Chairman.

The Chairman. OK, OK. I'll stand corrected.

In 1980 Anthony Aselone—I guess that's the way you pronounce his name—Aselone made $5,064. Michael P. Gualtieri, the son of Fred Gualtieri, made $42,910.

Mr. Maurizi. Yes, yes.

The Chairman. Now were they both qualified journeymen? You are saying the same comments apply to them? We'll save a lot of time here.

Mr. Maurizi. But, look, we have to find out why Mr. Anthony Aselone, in the year 1980, who made $5,064, we have to find out why he didn't make more. Now if he comes in and says, "I didn't make more, Senator, because nobody was referring me to work," that's one thing. If he comes in and says, "Senator, I wasn't available for work in the entire year period. I was here or there or out working in some other jurisdiction."—see, these boilermakers travel, keep in mind.

The Chairman. I understand your argument.

Mr. Maurizi. They are not always available under lodge 154.

The Chairman. Let me just put them on the record so you'll have them, so if you have ways of explaining these away you will have a right to do so.

In 1981, Daryll B. Hall, a witness before the committee in 1983, made $1,404, while Richard K. Rittenhour made $30,807. According to testimony before the committee last June 29, Mr. Rittenhour's father worked as a carpenter on Fred Gualtieri's house at the Seven Springs resort. Now do you know if Mr. Rittenhour——

Mr. Maurizi. Now that's an unfair connection.

The Chairman. It is?

Mr. Maurizi. Yes, it is.

The Chairman. I don't think it is.

Mr. Maurizi. Because we have to find out why Richard K. Rittenhour made $30,000 in 1981 as opposed to why Daryll B. Hall made $1,402. You have to bring those people and ask them, No. 1——

The Chairman. I agree.

Mr. Maurizi [continuing]. "Were you available? Did you accept work when it was made known to you that there was work available? Did you go anywhere out of the—" By the way, Daryll Hall traveled to other jurisdictions. He was a traveler. The fact that he only made $1,400 out of local 154 is an unfair characterization when you compare Daryll Hall with Rittenhour. That's unfair.

The Chairman. Well, I wanted to know. Maybe you can submit for the record that Mr. Rittenhour has his 8,000 hours. Had he completed an apprenticeship program? Was Mr. Hall a journeyman boilermaker?

Mr. Maurizi. I don't know.

The Chairman. I think you'll find Mr. Hall was a journeyman boilermaker.

Mr. Maurizi. He's the fellow that testified here.

The Chairman. That's right.

Mr. MAURIZI. As I recall now, he said this—he said—by the way, we should straighten the record on this—he said a Mr. Dill or Gill was either a friend of mine or I knew him well, and he said Mr. Dill said he could get me a book for $600 or $800. You know, nobody on this committee ever bothered to bring Mr. Dill in here to testify. He was not an officer, agent, or representative of a union, to my knowledge. Why wasn't Mr. Dill brought in here to find out from him if he pocketed—if he conned his friend, Mr. Daryll Hall? Now did he con Mr. Hall or didn't he con Mr. Hall?

The CHAIRMAN. Well, we invited him three times and he refused to come.

Mr. MAURIZI. Oh, he refuses to come?

The CHAIRMAN. That's right.

Mr. MAURIZI. Well, then, Daryll Hall's allegations are left hanging in the air, and so the record is straight, Mr. Dill—who may or may not be, in all fairness to Mr. Dill—who may or may not be a con man, in all fairness to Mr. Dill, you see, we shouldn't infer that Mr. Dill was guilty of the charge that Mr. Hall made about him until you hear from Mr. Dill under oath, and he is not an officer, agent, or business representative of the union, so don't try to connect the union with the Daryll Hall story about Mr. Dill. That is totally one of those hanging in the air allegations.

The CHAIRMAN. Let me just give a couple of others. In 1981 Gary Boring, a witness before this committee in 1982 and 1983, made $16,227 while Gregory P. Gualtieri made $42,477. You know, again you could ask——

Mr. MAURIZI. You could pick out many boilermakers who made less—

The CHAIRMAN. Were both of them qualified boilermakers?

Mr. MAURIZI. And some made more. There are thousands of boilermakers that make less or more.

The CHAIRMAN. I see. In 1981, Wayne Boring made $12,445 while Carl Pizarelli, a cousin of Fred Gualtieri's, made $31,043. You know, were both of these journeyman boilermakers, and why the sharp difference in pay?

But be that as it may, you see, we have a copy of the NLRB order, "Back Pay Specification and Notice of Hearing." The NLRB——

Mr. MAURIZI. No, here's what is going to happen there. Here is what is going to happen there. I know what you are doing. You are trying the NLRB case before the trial takes place.

The CHAIRMAN. Oh, no. We're just acknowledging the NLRB has already found for all these people, backing their words, every one of them.

Mr. MAURIZI. Oh, yes, we are. No, those names you read off—Daryll Hall, Ascelone, Boring—those names you read off, Senator, that your staff representative handed to you for comment, those names—and, you know, it's interesting—those names are from the list of 79 alleged discriminatees that will have their day in court before the NLRB.

The CHAIRMAN. I agree.

Mr. MAURIZI. A proper inquiry, conducted with the rules of evidence that apply. We have a right to cross-examine them, and they have to prove two things, by the way. They have the burden of proof, so the record is straight. No. 1, they have to prove that in each of the 19 quarters they are alleging they were denied referrals, that they were available for referrals. No. 2, they have to prove in each of those 19 quarters that they were qualified for the particular work available in those periods, so it's not automatic as everybody—I heard this morning some—Don't you have to pay $5 million? That is not true. The allegation is, the allegation is that the back pay liability might reach that amount or it will reach that amount, but they haven't proved the case. The case is still up for trial.

The CHAIRMAN. OK; I understand.

Mr. MAURIZI. So we can't try that case in this legislative oversight hearing.

The CHAIRMAN. I understand, I understand. I will just mention to you, though, just a few others. Well, I will just put them in the record, the other ones.

Mr. MAURIZI. It's unfair comparison, but go ahead.

The CHAIRMAN. I'm not sure that it is.

Mr. MAURIZI. I think it is.

The CHAIRMAN. Because we've had lots of testimony that they were discriminated against. Be that as it may, you know——

Mr. MAURIZI. Some lawyers make $200,000 a year and some other lawyers only make $30,000 a year, and there are others that go on welfare.

The CHAIRMAN. That's right, but here these fellows claim that they are very good welders who would have worked every day.

Mr. MAURIZI. But their availability is going to be very key in these hearings.

The CHAIRMAN. I understand.

Mr. MAURIZI. They are good welders, not all of them but some of them.

The CHAIRMAN. Well, let me go back to Mr. Garritan.

You had a question?

Mr. LAWLOR. Yes. You said they'll work every day. If it's in their hometown.

The CHAIRMAN. Well, let me have a final line of questions, Mr. Garritan, regarding your apprenticeship program. The GAO reports that your program graduated only 60 apprentices since 1954. Now is that information correct? Is the GAO right on that?

Mr. GARRITAN. Mr. Senator, I will give you Mr. Lawlor who is in charge of the apprenticeship program.

The CHAIRMAN. I'm sorry. What?

Mr. GARRITAN. I will give you Mr. Lawlor, who is in charge of our apprenticeship program. He can answer that question.

The CHAIRMAN. You bet. Go ahead, Mr. Lawlor.

Mr. LAWLOR. Mr. Chairman, I have been handling this for the last few years, since I went in office. I heard this morning you went after my president. I don't think he can answer it because he just went in office and——

The CHAIRMAN. I didn't go after him. I just want to know this: Is it correct——

Mr. LAWLOR. No, it's not correct.

The CHAIRMAN. Is the GAO correct that your program graduated only 60 apprentices in the years since 1954?

Mr. LAWLOR. No, because our apprenticeships started in 1967 in Local 154.

The CHAIRMAN. How many have you graduated since 1967?

Mr. LAWLOR. Since 1967, 107, plus I have 22 on the books ready to graduate and 2 going to graduate next month. I have the list right here.

The CHAIRMAN. You can submit that for the record, then.

Mr. MAURIZI. Let's put this in the record.

The CHAIRMAN. Sure. Without objection.

[Material supplied for the record follows:]

LOCAL 687

Buckalew, John	11/4/77	7/11/78
Buffone, Nick	3/22/77	9/12/79
Buffone, Robert	3/22/77	9/12/79
Clark, Bernard	5/23/77	11/2/77
Conley, George	5/23/77	12/22/77
Cox, Thomas	4/25/77	8/11/78
Cush, Timothy	8/18/77	6/6/78
DeThomas, Nicola	3/22/77	6/27/78
Dillon, Robert	11/4/77	5/24/78
Elder, George	5/23/77	11/2/77
Elder, Lester	9/3/80	10/22/80
Elder, William	9/3/80	10/22/80
Ezzi, Richard	11/4/77	12/12/77
Felitsky, Bob, Jr.	5/23/77	1/24/79
Fleck, John	10/28/66	8/30/76
Frender, Fred	10/12/78	11/2/79
Fridley, Carl	5/23/77	8/22/78
Greiner, Jack	11/4/77	5/21/80
Gvozdich, Nick	1/1/77	11/27/79
Hardy, Bernard	5/23/77	12/22/77
Hughes, David	5/26/77	10/19/78
Kaintz, Ronald	10/11/76	6/15/78
Keefe, H.	11/4/77	3/8/78
Klink, Karl	9/20/76	6/3/77
Knopp, Tim	4/25/77	4/17/79
Kosic, Rich	8/18/77	5/24/79
Kull, Paul	1/17/77	10/10/77
Lankes, Frank Jr.	3/3/75	6/3/76
Lattner, David	1/11/82	7/15/81
Lawson, Bruce	6/30/75	5/24/78
Long, Charles	4/22/58	5/20/77
Lysell, Kevin	3/22/77	9/5/79
McGregor, George	5/23/77	12/27/77
McGregor, James	5/23/77	11/2/77
McKenna, Kevin	5/26/78	7/1/78
McKenzie, Richard	11/4/77	7/11/78
Michel, Tim	11/4/77	9/30/81
Milesky, Ray	3/16/78	6/15/78
Miller, J.	5/26/77	6/15/78
Miller, Bob	4/15/76	7/12/76
Miller, Ron	2/6/78	8/22/78
Mobley, Lindsey	4/20/76	6/30/76
Nicholas, Ernest	9/12/77	4/26/78
Parise, Henry	3/29/76	6/16/76
Parise, Paul	3/29/76	6/16/76
Patterson, Richard	9/7/76	1/3/78
Pentarek, Mark	10/12/78	5/12/81
Pentarek, Matt Jr.	10/12/78	5/12/81
Pentarek, Michael	10/12/78	11/26/79
Phillips, Bob, Jr.	8/7/75	8/12/76
Pickens, Albert	3/15/78	7/25/78
Pitzerell, Carl	9/9/76	9/6/77
Procak,Anthony	2/6/78	5/24/78
Richter, John	11/4/77	3/8/78
Scarff, Edward	2/6/78	5/24/78
Schmidbauer, Tom	4/16/79	11/30/81
Smith, D.	9/20/76	3/8/78
Smith, Richard	2/22/74	12/16/74
Soltis, Dale	11/4/77	3/26/80
Spiegel, Ronald	2/6/78	12/5/78
Stott, Layton	12/12/77	11/20/78
Stott, Wayne	12/12/77	12/5/78
Stropp, James	6/1/76	11/23/76
Swanson, Wesley	2/22/77	2/14/77
Ulm, Robert	11/4/77	5/24/78
Wadford, Phillip	8/9/73	5/23/79
Wilson, Magus	6/5/80	11/3/80
Zetkulic, Andrew	5/23/77	10/22/80

Mr. MAURIZI. So it was not correct this morning when a reference was made to a GAO report that since 1954, or whatever the year was, there was only less than 100.

The CHAIRMAN. Well, why wasn't this submitted to the committee when the GAO report came out?

Mr. MAURIZI. Wait a minute. We don't even have a copy of the GAO report, so how can we respond to something we haven't seen? But we have answered it.

The CHAIRMAN. Well, we'll put it in the record.

Mr. MAURIZI. We come prepared. 1967 to May 1982.

Mr. LAWLOR. There's one on there for 1984 and there's two more going to graduate next month.

Mr. MAURIZI. These numbers, their names and their year graduated are all on four pages of an exhibit.

The CHAIRMAN. Glad to have it in the record.

Mr. MAURIZI. We would like to have photocopies of this that we can bring back with us.

The CHAIRMAN. Without objection, we will place that in the record.

Mr. MAURIZI. I would like to place this in the record as Lawlor local 154 exhibit, connected with the Lawlor testimony.

The CHAIRMAN. That will be fine.

Prior to 1982, employers contributed 2 cents an hour to this fund for each employee covered by the collective bargaining agreement, and in 1982 this went up to 4 cents an hour. Am I correct on that?

Mr. LAWLOR. That's correct.

The CHAIRMAN. Employees also contribute a portion of their dues to the fund. Am I correct on that?

Mr. LAWLOR. A portion of what, sir?

The CHAIRMAN. A portion of their dues to the fund, the employees.

Mr. LAWLOR. Their dues?

The CHAIRMAN. Yes; to the apprenticeship fund. A portion of them go to the apprenticeship fund.

Mr. LAWLOR. No.

The CHAIRMAN. OK; now their dues come to 2.5 percent of wages. How much of that——

Mr. LAWLOR. You mean the 2.5-percent assessment.

The CHAIRMAN. Of wages, yes. That's the assessment, and how much of that goes into the apprenticeship fund?

Mr. LAWLOR. None of that.

The CHAIRMAN. None of that?

Mr. LAWLOR. No; just the 4 cents goes into the apprenticeship.

The CHAIRMAN. Just the 4 cents. Now Mr. Jones has testified that these funds are administered by the international, which plows them back into the field for actual apprenticeship training. Now do you think local 154 is shortchanged on the amount of training it is getting compared to the contributions it makes to the fund, or do you feel that you have been treated fairly?

Mr. LAWLOR. Oh, yes, yes.

The CHAIRMAN. Treated fairly?

Mr. LAWLOR. Yes; we have a school. We have 18 welding booths. We have tools in there. We have two teachers we hire. One is a welding instructor, works for the board of education in Pittsburgh, and the other is a regular teacher, works for Boone Township, which handles the math.

The **Chairman**. OK. Does the international decide what allocation you get, Mr. Lawlor, or do you have some say in the matter?

Mr. **Lawlor**. No, the money goes from the employer to the National Apprenticeship in Kansas City. Then they in turn send it back to the Northeast, which I belong to.

The **Chairman**. And they do it on——

Mr. **Lawlor**. Whenever I submit a bill to the Northeast Apprenticeship, they pay it.

The **Chairman**. OK. In view of the number of persons who have been referred as journeymen in the Pittsburgh area without journeyman qualifications, do you plan on ever seeking a greater allocation of apprenticeship funds from the international union?

Mr. **Lawlor**. That comes up——

Mr. **Maurizi**. Just a moment. Senator, I think the question is an unfair, loaded question.

The **Chairman**. Well, answer it anyway.

Mr. **Maurizi**. All right. Answer the loaded, unfair question, because it assumes certain things that are not correct.

Mr. **Lawlor**. You're talking about raising the apprenticeship?

The **Chairman**. Yes.

Mr. **Lawlor**. Well, that comes up in our——

The **Chairman**. Have you made any additional claims——

Mr. **Lawlor**. [continuing]. When we negotiate our contract. If we see if we need a raise, we ask for it.

The **Chairman**. I see.

Well, OK; you have some items that I believe you are going to provide for us in the future. You've got some you have provided for us today. I want to thank all of you for appearing and giving us the information that you have, and of course getting this testimony on the record.

Mr. **Maurizi**. I just want to thank the staff of the committee, that is, of recent origin, concerning our opportunity to submit this testimony here today. It is unfortunate that we cannot respond to all of those seven, eight, or nine hearings, every allegation that was made, in such a short period of time allotted, but I think we have covered generally what we deem to be areas of some importance, but no way have we gone in through the entire transcript and rooted out all of those possible persons who would be coming in here to refute allegations made over the past seven, eight, or nine hearings in 1982 and 1983.

What I am saying basically is this——

The **Chairman**. You have tried to generally cover it, and if you missed some, you didn't mean to.

Mr. **Maurizi**. Right; we think we——

The **Chairman**. Keep in mind, not all these allegations——

Mr. **Maurizi**. We think we have generally covered the subjects that were raised here.

The **Chairman**. Sure; I agree with that.

Mr. **Maurizi**. But to try to refute every unfounded allegation, every unsubstantiated "I believe" or "It is known, Senator," or that kind of thing, that would take a long, long time, very frankly.

The **CHAIRMAN**. Well, see, not all of the allegations were made against local 154, either, so we would not expect you to.

Mr. **MAURIZI**. That's correct.

The **CHAIRMAN**. Well, it is a complex matter, and I have to admit that——

Mr. **MAURIZI**. It is a complex subject.

The **CHAIRMAN**. I think since we have gotten some of these documents and materials, it at least has all come into perspective as far as I am concerned, something that we couldn't say before getting these documents. So to the extent you have helped us to get those, we appreciate that, and I personally appreciate your coming and testifying today. We will have to sit through this and look and see what happens.

I really want to thank Mr. Jones for coming because I think he made a good witness for the union, and I think we certainly don't blame him for some of the problems that have arisen, since he hasn't been present all that time.

Mr. **MAURIZI**. That's correct. He was at a disadvantage because he was not present at the time with the organization and was not connected with these hearings in May 1982, and I think the only hearing he showed up for or was aware of after he became president was in the August 1983 hearing, so——

The **CHAIRMAN**. Well, the only thing I need to say here at the end is that what bothered me, and still does, throughout this process, is that it seemed to me we were fought every step of the way to get these final documents that literally have gotten us to the point where you can make some judgments on really what did happen here. It bothers me that these people who have made these allegations really haven't been interviewed by the union to see just what can be done. It bothers me that the agencies of Government haven't interviewed all of the people who have made allegations. It bothers me that they haven't followed up on a lot of——

Mr. **QUINN**. Senator, I only know of one occasion when they came to the union. I only know of one occasion. They didn't use us. They sought other ways to get things done and that's the way they're going. Now if they come to us, I guarantee you they'll get representation, but the problem is this: They may not like the representation.

The **CHAIRMAN**. Well, that may be.

Mr. **QUINN**. If you're a loser, you don't like representation.

The **CHAIRMAN**. Well, or if you feel people are not going to treat you fairly anyway, you don't waste time going to see them, and that has been some of the testimony here too.

Mr. **QUINN**. Well, then, they have no complaint. If you don't knock on the door, who is going to open it for you?

The **CHAIRMAN**. Now, without objection, we are going to put our coded 273-member study amended to 255 as verfied by the GAO in the record so that everybody who is concerned about this can have the benefit of that particular study, at least on a coded basis.

[Material referred to follows:]

Listing of Individuals by Code Who
Did Not Meet Boilermaker Journeymen
Requirements When Referred by
Boilermaker Local 154

Page 1 of 2

Code #

1. 1003
2. 1004
3. 1008
4. 1012
5. 1041
6. 1044
7. 1045
8. 1047
9. 1059
10. 1063
11. 1065
12. 1071
13. 1084
14. 1085
15. 1087
16. 1098
17. 1106
18. 1107
19. 1108
20. 1112
21. 1119
22. 1120
23. 1128
24. 1132
25. 1139
26. 1155
27. 1171
28. 1173
29. 1174
30. 1183
31. 1195
32. 1197
33. 1201
34. 1205
35. 1211

Code #

36. 1217
37. 1223
38. 1228
39. 1231
40. 1235
41. 1239
42. 1247
43. 1249
44. 1257
45. 1260
46. 1265
47. 1271
48. 1272
49. 1273
50. 1276
51. 1278
52. 1282
53. 1286
54. 1287
55. 1324
56. 1328
57. 1329
58. 1331
59. 1341
60. 1343
61. 1354
62. 1355
63. 1356
64. 1361
65. 1375
66. 1380
67. 1381
68. 1387
69. 1389
70. 1394

Code #

71. 1407
72. 1427
73. 1431
74. 1449
75. 1451
76. 1453
77. 1457
78. 1465
79. 1466
80. 1467
81. 1470
82. 1471
83. 1473
84. 1480
85. 1488
86. 1489
87. 1514
88. 1521
89. 1528
90. 1537
91. 1559
92. 1564
93. 1567
94. 1569
95. 1570
96. 1572
97. 1582
98. 1588
99. 1596
100. 1597
101. 1609
102. 1612
103. 1618
104. 1629
105. 1630

Code #

106. 1632
107. 1635
108. 1636
109. 1637
110. 1642
111. 1647
112. 1649
113. 1660
114. 1663
115. 1677
116. 1689
117. 1691
118. 1692
119. 1708
120. 1712
121. 1744
122. 1714
123. 1716
124. 1722
125. 1723
126. 1725
127. 1734
128. 1754
129. 1760
130. 1761
131. 1762
132. 1770
133. 1801
134. 1807
135. 1814
136. 1824
137. 1829
138. 1833
139. 1834
140. 1844

Listing of Individuals by Code Who
Did Not Meet Boilermaker Journeyman
Requirements When Referred by
Boilermaker Local 154

Page 2 of 2

	Code #		Code #		Code #		Code #
141	1848	176	2049	211	1290	246	2251
142	1858	177	2053	212	1320	247	2254
143	1867	178	2054	213	1506	248	2267
144	1871	179	2061	214	1512	249	2280
145	1879	180	2063	215	1525	250	1411
146	1884	181	2071	216	1529	251	1477
147	1892	182	2073	217	1549	252	1640
148	1897	183	2094	218	1590	253	1664
149	1898	184	2099	219	1591	254	1530
150	1915	185	2117	220	1620	255	2214
151	1916	186	2146	221	1629		
152	1918	187	2149	222	1641		
153	1932	188	2151	223	1678		
154	1934	189	2153	224	1699		
155	1940	190	2157	225	1707		
156	1953	191	2183	226	1710		
157	1955	192	2192	227	1729		
158	1960	193	2198	228	1742		
159	1961	194	2195	229	1756		
160	1963	195	2203	230	1816		
161	1968	196	2217	231	1846		
162	1982	197	2221	232	1886		
163	1984	198	2222	233	1971		
164	1991	199	2228	234	1972		
165	1994	200	2234	235	2004		
166	1995	201	2241	236	2017		
167	1998	202	2244	237	2037		
168	1999	203	2255	238	2066		
169	2024	204	2259	239	2067		
170	2022	205	2266	240	2068		
171	2027	206	2272	241	2091		
172	2042	207	2283	242	2141		
173	2043	208	2284	243	2143		
174	2045	209	1002	244	2144		
175	2046	210	1240	245	2250		

The **Chairman**. We will be happy to work with you, Mr. Maurizi, so you can understand that better if you need any help on it, but without objection we have placed that in the record at this point.

Mr. **Maurizi**. The coded names that you referred to this morning?

The **Chairman**. The 273 names.

Mr. **Maurizi**. I would like to have a copy of those furnished to me by the committee.

Mr. **Lawlor**. I've got it, Joe.

The **Chairman**. I think you've got it.

Mr. **Maurizi**. Mr. Lawlor said he received a copy of it.

The **Chairman**. You have those.

Mr. **Maurizi**. Again, I think the record will show that those persons who have been making these charges have indeed, for the past 7 or 8 years, filed numerous charges before all these governmental agencies.

The **Chairman**. No question about that.

Mr. **Maurizi**. That's a matter of record.

The **Chairman**. There's no question about that.

Mr. **Maurizi**. And they have been investigated. Whether you like it or not, the findings are there. We have never denied the NLRB case. It was a hard-fought case but it's on the record, but all of those other frivolous charges, and there were many of them, there were many of them——

The **Chairman**. That sounds like something that——

Mr. **Maurizi** [continuing]. Were dismissed or withdrawn. I introduced an exhibit last time which shows the statistical breakdown of all those NLRB charges, a matter of record.

The **Chairman**. Well, I will be honest with you. I don't quite share your perspective, even though I know that you feel very deeply about it. I think if you look through this record, there are some very strong allegations and I think some very strong materials backing them up. But be that as it may, anybody is entitled to look at any way they want.

Mr. **Maurizi**. Right.

The **Chairman**. With that, we will recess this committee until further notice.

Mr. **Maurizi**. All right, Senator.

[Whereupon, at 4:40 p.m., the committee recessed, to reconvene at 9:30 a.m., Wednesday, June 20, 1984, in room 430, Dirksen Senate Office Building.]

OVERSIGHT ON BOILERMAKERS, 1984

WEDNESDAY, JUNE 20, 1984

U.S. SENATE,
COMMITTEE ON LABOR AND HUMAN RESOURCES,
Washington, DC.

The committee met, pursuant to recess, at 9:37 a.m., in room 430, Dirksen Senate Office Building, Senator Orrin G. Hatch (chairman of the committee) presiding.

Present: Senator Hatch.

OPENING STATEMENT OF SENATOR HATCH

The CHAIRMAN. Today we being what I hope will be our last day of hearings in a series of allegations of illegal, improper, and dangerous practices by local lodges of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, & Helpers. Yesterday we heard testimony from officials representing the international and local lodge 154 of Pittsburgh, PA. It is difficult to ascertain at this time just what can be drawn from the union's testimony, other than their interpretation of the 8,000-hour rule as explained at the hearing. That would appear to make it a most amorphous standard.

The international argued, on the one hand, that the 8,000-hour rule was adopted to ensure that those referred by the union possessed a minimum level of competency in the boilermaker trade and were paid a journeyman wage. But they also argued that the 8,000-hour rule had no bearing on whether the individual was classified as a journeyman or a mechanic. Obviously, the union's position appears to be inconsistent at best.

I might note that despite these apparent inconsistencies, witnesses yesterday affirmed that local lodge 154 had been found to have discriminated in its application of the 8,000-hour rule. Today we will hear more on these issues from the General Accounting Office, the Pennsylvania Crime Commission, a welder who was on the wrong end of the 8,000-hour rule, a welding supervisor, and two employer representatives.

I would like to note that yesterday Mr. Jones, testifying on behalf of the international, made repeated references that several utilities and construction companies were here to give testimony. These included the Bechtel Corp., the National Constructors Association, Georgia Power Co., and the Alabama Power Co. Despite the unusually late date on which the names of these employer representatives were brought to the committee's attention, counsel for the international was informed that we would see how we could accommodate interested parties if they would make their interest known to the committee. Only two firms did so—Georgia Power and Alabama Power—and we have made provisions to hear their testimony. One other company, Babcock & Wilcox, contacted the committee yesterday and stated that, despite assertions to the contrary, they were not interested in testifying at this time.

We are happy to welcome this morning Franklin A. Curtis, Associate Director of the Human Resources Division of the General Accounting Office, and Mr. Ray Kowalski, who is Senior Evaluator of the General Accounting Office, and you will introduce your associates who are with you. Is that OK? We'll turn the time over to you, Mr. Curtis.

Mr. CURTIS. On my immediate right is Frank Kovalak of our Human Resources Division and Frank Conte from our Pittsburgh office.

The CHAIRMAN. OK. We appreciate having you here. We welcome you to the committee and we will look forward to taking your testimony.

Mr. CURTIS. Thank you, sir. With your permission I will summarize my statement and ask that it be included in total in the record.

The CHAIRMAN. Thank you. Without objection, we will place all statements in the record as though fully delivered, and we do appreciate your summarizing.

STATEMENT OF FRANKLIN A. CURTIS, ASSOCIATE DIRECTOR, HUMAN RESOURCES DIVISION, GENERAL ACCOUNTING OFFICE, ACCOMPANIED BY RAY KOWALSKI, SENIOR EVALUATOR, HUMAN RESOURCES DIVISION, GAO; FRANK J. KOVALAK, EVALUATOR-IN-CHARGE, HUMAN RESOURCES DIVISION; AND FRANK CONTE, SITE SENIOR, GAO PITTSBURGH OFFICE

Mr. CURTIS. Mr. Chairman, we are happy to be here to discuss the results of our work regarding local 154 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, & Helpers Union (the International Union). We agreed with your office to focus our review on determining:

Whether local 154 referred individuals who did not meet the requirements of "Qualified Construction Boilermakers"—that is, journeymen—to employers;

Local 154 members who had completed an approved apprenticeship training program;

Whether a "mechanic" as used in the boilermaker construction trade, is a "journeyman;" and

Whether the boilermaker employers of the western Pennsylvania area who negotiated the articles of agreement—the collective bargaining agreement—with local 154, (1) evaluate whether individuals referred by the local are qualified to perform boilermaker work and (2) are forced to accept unqualified boilermaker journeymen referred by local 154.

To determine whether local 154 was referring boilermaker journeymen to employers in accordance with the criteria stated in the articles of agreement effective June 1, 1979, we examined the following local 154 records your committee provided us: The local's membership list as of March 1, 1983, and health and welfare benefit fund records for the years 1977 through 1982, which showed the individuals' hours worked and wages earned from each participating employer. From the membership list, we drew a random sample of 50 members and analyzed their hours worked as shown on the health and welfare records to determine whether they met the 8,000-hour requirement when local 154 referred them to employers.

Also, as requested by your office, we reviewed the files developed by the National Labor Relations Board during its ongoing investigation, initiated in 1978, of complaints that local 154 had discriminated against non-local members in referring individual boilermakers to employers. Further, we contacted all 11 employers who negotiated the current articles of agreement—effective June 1, 1982 to May 31, 1985—with local 154.

Mr. Chairman, because local 154's health and welfare fund records for 1977 through 1982 may not reflect the individuals' total hours worked in the trade, we wrote to the international union, its national pension trust fund, and local 154 requesting a meeting to discuss our review and to obtain additional information and records to determine whether the individuals had worked 8,000 hours in the trade or had completed the apprenticeship program.

The legal counsel to the international union informed us that the officials would not meet or deal with us until your committee completed its investigation and hearings. The counsel said the union considered our request duplicative, and said the officials could not afford the time to spend with us while still dealing with your committee. Local 154's legal counsel also said that the local had provided similar information and records we requested to your committee, and suggested we obtain the data from your office.

Local 154's legal counsel and acting business manager did meet with us in Pittsburgh on May 25, and they generally discussed the process, procedures, and requirements the local uses in referring boilermaker journeymen. But, they did not provide any information on the specific individuals covered in our review or provide any local 154 documents or records concerning the out-of-work list and referral processes and procedures.

On June 7, local 154's legal counsel told us that the local has agreed to allow us to review the records provided to your committee. Your office later, on June 13, told us that the international union also agree to our access to local 154's records. Mr. Chairman, this authorization came too late to allow us enough time to adequately review the records and provide our analysis for these hearings. We will be happy to review the local's records and provide our analysis for the record if you so desire.

The CHAIRMAN. I would like to see that done, if you can.

Mr. CURTIS. In summary, we found local 154 referred individuals who did not always meet the requirements of journeymen. For example, our review of 102 case files developed by the National Labor Relations Board showed that 85 individuals were referred for boilermaker work after June 1, 1979, when the local's articles of agreement first included an 8,000 hour experience requirement for completion of an apprenticeship program for referral. Our review showed that 43, or 51 percent of the 85 individuals, did not have the required 8,000 hours of boilermaker experience or had not completed an apprenticeship program at the time they were referred as journeymen.

In our random sample of 50 individuals from our review of the local's health and welfare records, we found that after June 1979, the local referred 16 individuals for boilermaker work as journeymen who had no record of working at least 8,000 hours in the trade from 1977 through 1982, and therefore, may not have met the qualification standards. The local's health and welfare fund records showed that all 16 individuals were paid journeymen's wages.

As of February 1, 1984, 60 members of the local had completed the apprenticeship program. We found that some apprentices had received journeymen pay prior to or while enrolled in the program.

A mechanic as used in the boilermaker trade is a journeyman.

We received responses from 10 of the 11 employers who negotiated the current articles of agreement with local 154. We did not verify any of the responses. All 10 employers said or indicated that they do not verify whether a referred boilermaker journeyman had completed at least 8,000 hours work in the boilermaker trade or completed an apprenticeship program. They said they place initial reliance on local 154 for assuring the referred individuals are qualified journeymen. However, all employers stated that they evaluate these workers by observing on-the-job performance. We asked employers whether they have experienced any problems in obtaining qualified boilermakers from local 154. Most employers who responded said that they have not experienced problems in obtaining qualified boilermakers. Employers 'responses indicate that they believe it is unlikely for one individual to take a welding test for another. The primary reason given by most employers was that welding tests are administered or supervised by company personnel.

We recognize that during your committee's oversight hearings in 1983, several witnesses testified that they were personally aware of or have participated in falsifications of welding tests. The witnesses alleged they took welding tests for other unqualified individuals in order for them to be hired as journeymen welders.

At your office's request, we recently interviewed two of the witnesses who testified at the hearings. The two witnesses told us that cheating on welding tests is still occurring and welders are hired without taking tests. One of the individuals told us that he had, in early 1983, taken a welding test for another boilermaker who was hired by the company as a journeyman welder. We did not verify their responses.

The international union's president, in a statement submitted at the oversight hearings concerning the allegations of test cheating, stated that the international union has little, if any, control or ability to stop such practices because testing and issuance of welders certification cards are matters under the exclusive control of the employers. Nevertheless, in September 1983 the international union issued a letter to its 400 locals calling their officials' and members' attention to the allegations and instructing that, if any union member is requested or ordered to take a welding test for another person, he or she should refuse and promptly report the incident to the authorities and the international union.

This concludes my summary, Mr. Chairman. We will be happy to answer any questions you or other members of the committee may have.

[The prepared statement of Mr. Curtis follows:]

UNITED STATES GENERAL ACCOUNTING OFFICE

WASHINGTON, D.C. 20548

FOR RELEASE ON DELIVERY
EXPECTED AT 9:30 a.m.
JUNE 20, 1984

STATEMENT OF

FRANKLIN A. CURTIS, ASSOCIATE DIRECTOR

HUMAN RESOURCES DIVISION

BEFORE THE

SENATE COMMITTEE ON LABOR AND HUMAN RESOURCES

ON

WHETHER LOCAL 154 OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS UNION IS REFERRING INDIVIDUALS WHO DO NOT MEET THE REQUIREMENTS OF BOILERMAKER JOURNEYMEN

Mr. Chairman, we are happy to be here to discuss the results of our work regarding Local 154 of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers Union (the International Union). In your August 16 and 23, 1983, letters you requested that GAO review selected International Union locals to determine whether individuals classified as "Qualified Construction Boilermakers"--i.e., journeymen--had either completed the required 8,000 hours of practical field construction boilermaker work experience or completed an approved apprenticeship training program. Subsequently, we agreed with your office to focus our review on determining whether

1. Local 154 referred individuals who did not meet the requirements of "Qualified Construction Boilermakers"--i.e., journeymen, to employers;
2. Local 154 members had completed an approved apprenticeship training program;
3. a "mechanic," as used in the boilermaker construction trade, is a "journeyman," and
4. the Boilermaker Employers of the Western Pennsylvania Area (the Employers), who negotiated the Articles of Agreement, (the collective bargaining agreement) with Local 154, evaluate individuals' qualifications referred by the Local to perform boilermaker work and are forced to accept unqualified boilermaker journeymen referred by Local 154.

REQUIREMENTS FOR BOILERMAKER JOURNEYMEN

Local 154 located in Pittsburgh, Pennsylvania, operates a hiring hall and an out-of-work referral list for individuals seeking employment as journeymen and apprentices in the boilermaker trade primarily in Western Pennsylvania. The Articles of Agreement, effective June 1, 1976, to May 31, 1979, stated that journeymen boilermakers qualify for registration on Local 154's out-of-work list and are eligible for referral if they satisfactorily establish that they have had at least 4 years of actual practical working experience in the boilermaking field construction trade or who either have (1) completed a boilermaker apprenticeship program approved by the Department of Labor or a state apprenticeship agency or (2) successfully passed a competency examination.

On February 9, 1979, Local 154's, Joint Referral Rules Committee, which is composed of three union and three employer representatives and establishes rules for referring boilermakers to jobs, first adopted the 8,000-hour requirement for registration as a journeyman boilermaker. It was initially incorporated in the Articles of Agreement, effective June 1, 1979, to May 31, 1982. That agreement also eliminated the competency examination and 4-year boilermaker work experience requirements. Instead, it required that a boilermaker journeyman must have at least 8,000 hours of actual, practical working experience in the boilermaker field construction trade or have completed a boilermaker apprenticeship training program. These requirements remained the same in the current agreement, effective June 1, 1982, to May 31, 1985.

Reason for the 8,000-hour requirement

The 8,000-hour requirement was established in January 1977 by the International Union's National Joint Rules and Standards Committee. The Committee, which is composed of three union and three employer representatives, establishes national minimum standards and rules. A legal representative for the International Union, in a January 12, 1983, letter to the National Labor Relations Board (NLRB), stated that the 8,000-hour requirement was established as an alternative to completing a formal apprenticeship program for registration as a boilermaker journeyman.

The letter also stated that the employer representatives on the Committee believed some uniformity in qualifications among boilermakers should exist to the extent practicable nationwide. Thus, the employers and the union representatives agreed that a uniform standard should be required. In his letter, the legal representative also stated that the 8,000-hour requirement is obviously intended to assure contractors that they will receive the services of skilled, experienced construction boilermakers in accordance with the wage scale set forth in the Articles of Agreement.

SCOPE AND METHODOLOGY

To determine whether Local 154 was referring boilermaker journeymen to employers in accordance with the criteria stated in the Articles of Agreement, effective June 1, 1979, we examined the following Local 154 records your committee provided us: the Local's (1) membership list as of March 1, 1983, and (2) health and welfare benefit fund records for 1977-82, which showed the individuals' hours worked and wages earned from each participating employer. From the membership list, we drew a random sample of 50 members and analyzed their hours worked as shown on the health and welfare records to determine whether they met the 8,000-hour requirement when Local 154 referred them to employers.

Also, as your office requested, we reviewed the files developed by NLRB during its ongoing investigation, initiated in 1978, of complaints that Local 154 had discriminated against non-local members in referring individual boilermakers to employers. To determine whether individuals completed an apprenticeship program, we reviewed boilermaker apprenticeship training records maintained by the Department of Labor and the Pennsylvania State Apprenticeship and Training Council.

Before presenting our findings on the referrals and the other matters you requested, we need to point out that Local 154 health and welfare fund records for the 1977-82 period probably do not reflect many individuals' total hours worked in the trade. Therefore, we attempted to obtain additional information from the International Union and its pension fund officials to determine whether the individuals had worked 8,000 hours in the trade. On October 7, 1983, we wrote letters to the International Union and to its Boilermakers, Blacksmiths, National Pension Trust fund requesting a meeting to discuss our review and to obtain access to their records.

However, the International Union and pension trust fund officials refused to meet with us or provide us their records. In November 1983, a legal counsel to the International Union told us that the officials would not meet or deal with us until your Committee completed its investigation and hearings. The Counsel considered our request duplicative and said the officials could not afford the time to spend with us while still dealing with your Committee.

Also, on April 6, 1984, we wrote to the President of Local 154 requesting a meeting to discuss the results of our review on Local 154 referrals and to obtain records and information on the Local's basis for determining the qualifications of boilermakers on the out-of-work referral list. The Local's legal counsel, in an April 17, 1984, letter and in subsequent discussions, told us that Local 154 would not provide us its records because the Local did not wish to duplicate its efforts by furnishing information to various governmental representatives and agencies who already have investigated the Local including your Committee. The legal counsel said it had provided similar information we requested to your Committee and suggested we obtain the data from your office.

The legal counsel and acting business agent for Local 154 did meet with us in Pittsburgh on May 25, and they generally discussed the process, procedures, and requirements the Local uses in referring boilermaker journeymen. But, they did not provide us information on the specific individuals covered in our review or provide any Local 154 documents or records concerning the out-of-work list and referral processes and procedures.

NOT ALL LOCAL 154 REFERRALS MET THE 8,000-HOUR REQUIREMENT

In 1978, NLRB received several complaints charging that Local 154 was operating its referral system in a discriminatory manner. NLRB's investigation disclosed that when individuals came to the Local to register for work, Local officials did not ask for or document their qualifications or did not know whether those who signed the out-of-work book, and were referred to employers were qualified.

As part of its investigation, NLRB developed detailed case files on 118 individuals which Local 154 may have discriminated against in its referrals. NLRB obtained records on the 118 individuals' earnings from the Social Security Administration, the Internal Revenue Service, and various employers. In addition, the 118 individuals were requested to state on an affidavit if and when Local 154 referred them to employers. The affidavits also contained information on the individual boilermaker's field construction work experience.

Of the 118 individual case files developed by NLRB, we examined 102 files that were available during our review. The other 16 files were not readily available because various NLRB personnel were using them during its investigation. Of the 102 individuals, 85 were referred for boilermaker work after June 1, 1979, when the Local's Articles of Agreement first included the 8,000 hour or completion of an apprenticeship program requirements for referral.

Our review of NLRB's case files showed that 43 or 51 percent of the 85 individuals either did not have the required 8,000 hours of boilermaker experience or had not completed an apprenticeship program at the time they were referred as journeymen. Thirty-six of the 85 met the requirements and information from NLRB case files was not sufficient for us to determine whether the remaining six individuals met the requirements.

Prior to June 1, 1979, the Articles of Agreement stated that individuals could qualify for referral if they successfully passed a competency examination. However, we found no evidence in the NLRB files that any of 43 individuals had taken such examinations.

Four of the 43 were referred after September 30, 1982, when the Local revised its referral rules and started enforcing the 8,000-hour requirement.

In our random sample of 50, from our review of the Local's health and welfare records we found that, after June 1979, the Local referred 18 individuals for boilermaker work as journeymen who had no record of working at least 8,000 hours in the trade from 1977 through 1982. The Local's health and welfare fund records showed that all 18 individuals were paid journeymen's wages.

In our review of NLRB records, we found information on only 1 of the 18 individuals in our sample. The information showed that the individual had worked over 8,000 hours in the trade and, accordingly, met the journeymen requirements. Also, the Pennsylvania State Apprenticeship records showed that another individual in our sample had completed an approved apprenticeship program. The above records did not contain any indication that the remaining 16 individuals met the journeymen requirements. Three of the 16 individuals were between 18 and 19 years old when they were referred. Since the records showed that each of the three individuals had worked less than 8,000 hours--two of them had worked less than 2,000 hours--and since an individual cannot enroll in the boilermaker apprenticeship program until the age of 18, it is unlikely that these individuals, because of their age, could have met the journeymen requirements.

NUMBER OF LOCAL 154 MEMBERS COMPLETING APPRENTICESHIP PROGRAM

The International Union's apprenticeship program, which was approved by the Department of Labor, is administered by six area joint apprenticeship committees. The Northeastern Area Joint Apprenticeship Committee, which administers the ongoing Western Pennsylvania Area Apprenticeship Program, covers Local 154. This program was registered by the Pennsylvania State Apprenticeship and Training Council.

The Northeastern Area Joint Apprenticeship Committee union coordinator monitors Local 154 apprentices and maintains records on apprentices' job performance and program completion. We attempted to meet with the coordinator and review his records. However, we were told by the International Union's legal counsel that the coordinator or other union representatives would not meet with us or respond to our request for records until your Committee concludes its hearings on the International Union.

We obtained information on the Local 154 members who completed the apprenticeship program from a review of Pennsylvania State Apprenticeship and Training Council records dating back to 1954. Our review showed that as of February 1, 1984, sixty members of the Local had completed the program. We provided your office with the names of the 60 individuals and program completion dates.

Some apprentices are receiving journeymen wages

Records at the Department of Labor and Pennsylvania State Apprenticeship and Training Council office showed that on February 1, 1984, twenty-four individuals were enrolled in the Western Pennsylvania Area Apprenticeship Program. Our review of Local 154 health and welfare records showed that 9 of the 24 apprentices had received journeymen pay prior to, or while enrolled in, the program. Six of the nine apprentices were paid the journeymen rate by more than one employer.

BOILERMAKER "MECHANICS" ARE "JOURNEYMEN"

In December 22, 1982, letters to the International Union's and the Employers' legal representatives, an NLRB official asked whether there are differing standards in effect for the referrals of welders (journeymen) versus mechanics. The Employers' representative's January 6, 1983, letter to the NLRB official stated that Local 154's current Articles of Agreement are like most or all boilermaker agreements throughout the United States, and they make no distinction between "welders" (journeymen) and "mechanics". The International Union legal representative's letter to the NLRB official, dated January 12, 1983, also stated there are no differing standards for registration or referral of "welders" (journeymen) as such under the agreement currently in effect with Local 154.

Also, 10 boilermaker employers we contacted told us that a boilermaker "mechanic" is a "journeyman". One stated that all boilermakers who reach the top of their craft are classified as journeymen. Finally, an official in the Department of Labor's office responsible for issuing wage rates and wage determinations under the Davis-Bacon Act, stated that in the construction trade, a mechanic is a journeyman.

COMMENTS FROM EMPLOYERS--WHO NEGOTIATED ARTICLES OF AGREEMENTS--ON LOCAL 154 REFFERALS

We contacted all eleven employers who negotiated the current Articles of Agreement with Local 154 to determine (1) their processes in evaluating whether a person referred by Local 154 is qualified to perform boilermaker work and (2) the validity of allegations that the employers are forced to accept unqualified boilermakers referred by Local 154. We received responses from 10 of the 11 employers. We did not verify any of the responses by examinating employers' records, inspecting testing facilities, or observing employers on-the-job performance reviews or supervision of employees.

Employers' process in evaluating qualifications of boilermakers referred by Local 154

All 10 employers said or indicated that they do not verify whether a referred boilermaker journeymen had completed at least 8,000 hours of work in the boilermaker trade or completed an apprenticeship program. The 10 employers stated, however, that they determine the qualifications of boilermaker journeymen referred as welders by giving welding tests. They said they test welders in accordance with the standards and requirements of the American Society of Mechanical Engineers boiler and pressure vessel code.

The Articles of Agreement state that employers have the right to reject any job applicant referred by Local 154. All 10 employers stated they do not accept boilermakers who are not qualified to perform boilermaker assigned work. One employer said many journeymen boilermakers come to the job site to take the welding tests to become certified welders but do not pass the tests. The employer said if such a person is not needed for other work--i.e., non welding--he will not hire the individual. Several other employers said that individuals who were referred by Local 154, but were unable to successfully complete a particular welding test were released. Another employer stated that he released boilermakers who either did not pass a welding test or were unable to do boilermaker tasks.

Most employers said they do not initially check on whether Local 154 is referring qualified non welder--e.g., riggers--journeymen construction boilermakers. They place initial reliance on Local 154 for assuring the referred individuals are qualified journeymen. However, all employers stated that they evaluate these workers by observing on-the-job performance.

Employers other comments on qualifications

We asked employers whether they have experienced any problems in obtaining qualified boilermakers from Local 154. Most employers who responded said that they have not experienced problems in obtaining qualified boilermakers. One employer, however, stated that his company found out that some of the individuals referred by Local 154 were not journeymen and his company refused to pay them journeymen wages.

Three other employers stated that they have experienced problems in obtaining qualified individuals from Local 154 at times. Reasons stated were (1) a periodic shortage of workers due to other projects in the area, (2) shortages exist for all crafts at times of high employment, and (3) all union companies operating in the construction industry experience difficulty at times in securing the kind of employees they would like to have from all the crafts.

On page 8 of my statement, I said that we could not identify whether 16 individuals, out of the random sample of 50 Local 154 members, had met the 8,000-hour boilermaker work experience requirement when referred by Local 154. We asked the employers whether they (1) were satisfied with the quality of the individuals' work, (2) tested the individuals classified as welders, and (3) terminated individuals because they were not qualified.

We obtained responses from four employers. These responses indicated that employers were satisified with the quality of the workers and all said they tested the welders. Also, the responses indicate that most employees were terminated for reasons other than qualifications, e.g., they were terminated for absenteeism and job completion.

Comments on safeguards to prevent welding test falsification

We asked employers what safeguards they take to assure that an individual could not have another person take a welding test for him or her. The employers' responses indicate that they believe it is unlikely for one individual to take a welding test for another. The primary reason given by most employers was that welding tests are administered or supervised by company personnel.

The employers cited other reasons, such as (1) individuals must provide their social security number and signature (two employers); (2) supervisors would quickly detect an individual who could not perform as a certified welder (two employers); (3)

individuals wear identification badges, with photographs, while taking a welding test (one employer); and (4) many individuals are known to supervisors who work with them on numerous jobs during the year (one employer).

We recognize that, during your Committee's oversight hearings on the International Union in 1983,[1] several witnesses, who are members of the Union, testified they were personally aware of or have participated in falsifications of welding tests at construction sites where nuclear and fossil-fueled power plants were built. The witnesses alleged they took welding tests for other unqualified individuals in order for them to be hired as journeymen welders.

At your office's request, we recently interviewed two of the witnesses who testified at the hearings. The two witnesses told us that cheating on welding tests is still occurring and welders are hired without taking tests. One individual told us that he had, in early 1983, taken a welding test for another boilermaker, who was hired by the company as a journeyman welder. We did not verify this information.

The International Union's President, in a statement submitted at the oversight hearings concerning the allegations of test cheating, stated that the International Union has little, if any, control or ability to stop such practices because testing and issuing of welder certification cards are matters under the exclusive control of the employers. Nevertheless, in September 1983, the International Union issued a letter to its 400 locals calling their officials' and members' attention to the allegations and instructing that, if any union member is requested or ordered to take a welding test for another person, he or she should refuse and promptly report the incident to the authorities and the International Union.

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[1] See Hearings on Oversight on Boilermakers, 1983 before the Senate Committee on Labor and Human Resources, 98th Congress 1st Session (June 29, August 2, and October 25, 1983).

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That concludes my statement, Mr. Chairman. We will be happy to answer any questions you or other members of the Committee may have.

The CHAIRMAN. Thank you so much.

We appreciate the statement that you have given. I would like to address several questions to the principal author of this study. I think that's Mr. Kowalski. Am I right about that?

Mr. KOWALSKI. Yes, sir.

The CHAIRMAN. OK. Mr. Kowalski, your study discusses two separate analyses of member qualifications, one based on the NLRB records generated from the Pittsburgh job discrimination case, and the other a random sample of the local 154 membership-at-large. Let's focus first on the study you did based on the NLRB material, that is, the sample of the 85 boilermakers of which you found 43, or 51 percent, had been improperly referred as journeymen.

Do you think the data base you had to work with was accurate and complete?

Mr. KOWALSKI. Yes, sir.

The CHAIRMAN. I understand that the NLRB records included the individuals' earnings as documented by the Social Security Administration, the Internal Revenue Service, and various employers. Is that correct?

Mr. KOWALSKI. That's correct, sir.

The CHAIRMAN. OK. The NLRB study also included affidavits from each of the individuals regarding their boilermaker field construction work experience, did it not?

Mr. KOWALSKI. Yes, it did. That's correct.

The CHAIRMAN. How did you determine that the 43 individuals you cited were not qualified for the journeyman referrals that they received?

Mr. KOWALSKI. We made a detailed review of the data in NLRB files to determine whether the 43 individuals either had completed the apprenticeship training program or had 8,000 hours of work experience. We determined none of them had either of these two requirements at the time they were referred as journeymen. Prior to June 1, 1979, the aricles of agreement provided that they could be referred as qualified journeymen if they passed a competency test. We found no evidence from the files that any of the 43 had passed a competency test.

The CHAIRMAN. I see. Are you fully satisfied that the 8,000 hours is the local's standard for journeyman classification and pay?

Mr. KOWALSKI. Yes, sir, and we base that on the letter prepared by the international union legal representative, Mr. Moreland, who cited the basis for the standard and pointed out that the standard was an alternative for people that have not passed the apprenticeship training program, and it was to assure that the contractors received qualified people in accordance with the articles of agreement.

The CHAIRMAN. Excuse me just one second.

I was interested that one of the leading research services didn't even mention the Moreland letter. It was so explicit and so specific, but all this service did was talk in terms of what Mr. Jones said and not what he admitted their attorneys were capable of and should have said.

Mr. KOWALSKI. That's right, sir.

The CHAIRMAN. That's amazing to me. That's what I call an ignorance of what went on yesterday, or should I say biased reporting? Would you agree with that?

Mr. KOWALSKI. I would agree.

The CHAIRMAN. I think anybody would agree with it. That was the whole purpose of that hearing. After 2 years, 2 years of them denying the 8,000 hours was important, saying that nothing was important, and then we prove right through their own records that it wasn't only important, it was a standard, an objective standard set by the international that they had adopted——

Mr. KOWALSKI. That's correct, Senator.

The CHAIRMAN [continuing]. Here we have a written report on this that doesn't even mention that, just acts like—and what could they do? After 2½ years of giving us a rough time on this, what could they do other than come in and say, "Well* * *," try and obfuscate it. You can't obfuscate it. Don't you agree with that?

Mr. KOWALSKI. I certainly do.

The CHAIRMAN. Well, I used to have respect for this one particular publication because it was always accurate, but it hasn't been accurate very much in this particular matter, is all I can say, even though the reporter sits here in these hearings all the time.

Now Mr. Curtis stated that local 154 started enforcing the 8,000-hour requirement after September 30, 1982. I hope our people that are watching this will look through the eyes of the workers, instead of worrying so much about the union leaders, and do what is right here. That's what I think we ought to have from the reporting of these hearings. My gosh, we have made such a case over the years, I just don't understand it, but I suppose we will always have biased reporters and biased reporting.

Now Mr. Curtis stated that local 154 started enforcing the 8,000-hour requirement—let me just say one other thing. I am a little bit upset about it, as you can see. There are good reporters who have been reporting this fairly accurately, too. I just want that to be understood, and I respect them.

Now Mr. Curtis stated that local 154 started enforcing the 8,000-hour requirement after September 30, 1982. Does that mean you conclude that the union was not enforcing that requirement prior to this date?

Mr. Kowalski. That's true, and it's based on, again, NLRB data.

The Chairman. Excuse me just one second.

Go ahead. I'm sorry.

Mr. Kowalski. The summary of NLRB's case pointed out that when an individual came to sign up on local 154's out-of-work referral list, local 154 officials did not check on his/her qualifications and they did not know the qualifications of those people that they referred out.

The Chairman. Was the requirement for 154, was that in effect since February 9, 1979?

Mr. Kowalski. That's true, and that's based on the document that we obtained showing approval by the local 154 joint referral rules committee.

The Chairman. Is that an ambiguous document?

Mr. Kowalski. No, very clear.

The Chairman. Everybody understands that, don't they?

Mr. Kowalski. They sure do.

The Chairman. Even the dumbest person would understand that entering into that——

Mr. Kowalski. Yes sir.

The Chairman. Well, that's amazing to me. That's amazing to me because some of our people who listen to these things don't seem to understand that.

Well, you found, did you not, that even after local 154 started enforcing this rule in 1982, they still referred 4 of the 43 in your study as journeymen. Is that right?

Mr. Kowalski. That's correct, Mr. Chairman.

The Chairman. Let's turn now to your secondary study, the review of 50 other boilermakers' records that you picked at random. This included the whole union, not just those involved in the discrimination suit at the NLRB. Is that correct?

Mr. Kowalski. It was based on the local's membership as of March 1, 1983.

The Chairman. Is this study complete and accurate?

Mr. Kowalski. It's not complete because we do not have the complete work history of the people we sampled, but it is accurate based on the data that we have to date.

The Chairman. I see. Were you in here yesterday? Did you hear what the union leaders had to say?

Mr. Kowalski. I was here part of the day, sir.

The Chairman. Wasn't it amazing, the testimony, and how they treat these two studies?

Mr. Kowalski. I was very interested in what Mr. Maurizi said because he said many of the same things to me when I met with him in Pittsburgh. He asked me whether I ever cheated in testing, too.

The Chairman. Isn't that amazing? [Laughter.]

I don't mean to be mean about it but, you know, it's amazing how all the facts come down so hard here and—well.

As I understand it from your last statement or the last few statements you made, you are saying that the union refused to cooperate with your investigation and, as a result, this study was not as definitive a study as the other one was. Is that correct?

Mr. Kowalski. That's correct.

The Chairman. But it was accurate, based on the information you——

Mr. Kowalski. Based on the data we have, it's accurate.

The Chairman. Mr. Curtis stated that officials of the international union, the pension fund, and local 154 refused to provide you the necessary records because they had provided similar records to the committee staff. Did you ask them to allow you access to the materials they provided the committee staff?

Mr. Kowalski. Yes, sir.

The Chairman. And they refused, didn't they?

Mr. Kowalski. They refused until June 13.

The Chairman. Until June 13.

Mr. Kowalski. They refused until June 13, which was just too late.

The Chairman. But that was too late, wasn't it?

Mr. Kowalski. IIt was to late for us to perform an adequate analysis for these hearings.

The Chairman. Well, see, they came here yesterday and said, "Well, my gosh, we knew all about these things but we didn't do anything about it." You know, I just—it's amazing to me how people can listen to that and listen to what has gone on over the 2 years, and still be biased in favor of what they're doing. I don't understand it. I can understand their not wanting to duplicate the same records for you, but I cannot understand why they wouldn't want you to get these records from the committee staff to do a parallel study that could be a check on the accuracy of our own staff study.

Mr. Kowalski. That's true.

The Chairman. Did you make clear that you would preserve the confidentiality of individuals' names, as the committee staff has agreed to do and has done?

Mr. Kowalski. Yes, sir. In the letters to the international president and to the pension fund, we specifically stated we would keep the individuals' names confidential and not include them in any report or testimony we would provide.

The Chairman. Well, then, I really don't understand why they wouldn't cooperate with you. Would you summarize again what the limitations of the random sample study really are?

Mr. Kowalski. Well, it's based on data from the health and welfare records from 1977 to 1982, and it does not include work that the individual might have been engaged in elsewhere or if he was in another pension plan, so it was incomplete data.

The Chairman. But the fact that it doesn't include that is not the GAO's fault, is it?

Mr. Kowalski. We did all we could, Senator.

The Chairman. OK. Now let's turn to the section of your study on apprenticeship training. In your statement you indicated that local 154 has graduated only 60 apprentices since 1954. Yesterday during the hearing local 154 indicated that they had a training program only since 1967 and had, in fact, graduated some 132 individuals from that program between 1967 and 1982. Why is there such a large discrepancy between your finding and the testimony given by the union officials yesterday?

Mr. KOWALSKI. Well, I cannot explain the difference but I'll tell you what happened. We got our data from the Department of Labor and from the Pennsylvania State Apprenticeship and Training Council, and we tried to get the data from the International Union's Northeastern Area Joint Coordinator. But, again, the international representative refused for us even to talk to the gentleman or to review his records. I'm sure if we got his records we could have verified what the union presented yesterday.

The CHAIRMAN. So you're not sure whether what the union presented yesterday is accurate or not?

Mr. KOWALSKI. No, sir.

The CHAIRMAN. But you are sure, based upon the records that you have, that what you presented is accurate.

Mr. KOWALSKI. What we have represents local 154 members. Now what the union might have given you yesterday could be people that transferred into the union and acquired their apprenticeship training program at some other local, but we were asked specifically to obtain local 154 members. That might be the difference, but until we get the records we can't really tell.

The CHAIRMAN. OK. Now Mr. Curtis stated that your review of the local 154 health and welfare records showed that 9 of these 24 apprentices had received journeyman's pay prior to or while enrolled in the apprenticeship program, and that 6 of these 9 apprentices were paid the journeyman's wage by more than one employer. Over what timeframe did these nine persons, these nine apprentices, receive journeyman's pay?

Mr. KOWALSKI. They range from June of 1977 through December of 1982, Mr. CHAIRMAN.

The CHAIRMAN. I see. The committee has found that as of March 1, 1983, 238 members of local 687 in Charleston, SC, were classified as "mechanics" even though they did not have the 8,000 hours. Would their "mechanic" designation entitle them to journeyman pay?

Mr. KOWALSKI. Yes, sir.

The CHAIRMAN. All 10 boilermaker employers that you interviewed stated that they did not verify whether a referred boilermaker journeyman had completed 8,000 hours of work in the trade or had completed an apprenticeship program. Were they aware of the 8,000-hour standard?

Mr. KOWALSKI. Yes, sir. They signed the collective-bargaining agreement, or negotiated it. There is some question as to whether they actually signed it or negotiated it, but they should have been aware of it.

The CHAIRMAN. OK. According to the employers you interviewed, who decided which individuals would be referred as journeymen, the employer or the union?

Mr. KOWALSKI. Local 154, the union.

The CHAIRMAN. So they made that sole determination?

Mr. KOWALSKI. They made that determination.

The CHAIRMAN. You stated that one of the witnesses at our hearings told GAO that he had, in early 1983, taken a welding test for another boilermaker who was hired as a journeyman welder. Mr.

Curtis stated that the GAO did not verify that information, but unless a photograph is taken of an individual taking a test for another person, it's nearly impossible, isn't it, to verify who actually took that particular test. Would that be correct?

Mr. KOWALSKI. That's correct.

The CHAIRMAN. Now, Mr. Kowalski, charges have been made that the majority of this committee improperly influenced the GAO draft statement of facts by pressuring you to change your findings. I want to ask you a few questions about the GAO's review process so that we can settle this issue one way or another, once and for all.

Is it customary for the staffs of individual Senators, Congressmen, and House and Senate committee staffs to review your draft statements of fact and make recommendations for revision?

Mr. KOWALSKI. It is customary.

[Information supplied follows:]

For Congressional staff, after discussing our statements of fact, to suggest changes in the scope of our work or to request additional work to ensure that we have satisfied their informational needs.[1]

The CHAIRMAN. Was such a review made regarding this statement?

Mr. KOWALSKI. Yes, sir.

The CHAIRMAN. Were the recommendations for changes extensive?

Mr. KOWALSKI. No, very minor.

The CHAIRMAN. Very minor compared to what?

Mr. KOWALSKI. Well, I worked on the review of the Teamster's fund for the Senate Permanent Subcommittee on Investigations for about 2 years, and we used to meet about every month to discuss changes that the staff wanted in the scope of our work.

The CHAIRMAN. So you say compared to other reviews the recommendations for change were very minor?

Mr. KOWALSKI. Very minor.

The CHAIRMAN. OK. Were the recommended changes, actual changes, were they extensive?

Mr. KOWALSKI. We agree, to interview two additional witnesses and review prior testimony before your committee, including by the international union president's views on test cheating. We added comments to the statement of facts based on this additional work.

The CHAIRMAN. And you agreed that those comments were appropriate changes?

Mr. KOWALSKI. Yes. In fact, they put balance in our statement.

The CHAIRMAN. OK. Did the majority staff recommend that the findings of any section be changed?

Mr. KOWALSKI. No, sir.

The CHAIRMAN. I think they did recommend that more work be done to balance the section, as you said, dealing——

Mr. KOWALSKI. Yes. That was interviewing the two witnesses and reviewing your past testimony before your committee.

The CHAIRMAN. OK. What specifically did the majority staff ask you to do?

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[1] This information is submitted for clarification.

Mr. Kowalski. As I said, interview certain witnesses that had testified before your committee and review some of the past testimony before your committee to get some ideas from the testimony on the test cheating.

The Chairman. And some of that was with regard to test falsification.

Mr. Kowalski. Yes sir; falsification.

The Chairman. OK. What, if any, changes did this additional work lead to?

Mr. Kowalski. Merely inserting several paragraphs in the statement to give it balance on what the witnesses told us and what the international union president had indicated at the hearings about the test falsification.

The Chairman. That's all?

Mr. Kowalski. That's all.

The Chairman. You did not change your testimony as regards employers' views?

Mr. Kowalski. No, sir.

The Chairman. Were you ever asked by the majority staff to change the section regarding employers' views?

Mr. Kowalski. No, sir.

The Chairman. Yesterday, on June 19, 1984, the president of the International Boilermakers Union submitted a statement before this Senate oversight hearing which included several comments allegedly taken from the GAO report. Now I would like to obtain GAO comments on certain statements in the president's testimony.

On page 5, the president of the union stated with regard—and keep in mind, he pretty well admitted that the statement was prepared for him to read, and so I don't blame him for some of the statements that were made and I think that he acquitted himself as a union leader should here yesterday. I was proud of him and told him so personally, both publicly and privately.

But on page 5 President Jones stated, with regard to accusations of widespread test cheating, that the GAO's statement of findings reports that construction employers interviewed were unanimous in their response that "it is impossible or highly improbable for one individual to take a welding test for another." Did Mr. Jones quote the employers accurately?

Mr. Kowalski. Not entirely. He was referring to our statement of facts, and we did have a statement similar to that. But not all of the employers told us that. When we prepared our testimony we modified our statement to reflect the views of the additional witnesses we interviewed as requested by your staff, that test cheating was still going on. We did not however verify their statements.

The Chairman. On page 9 the president stated that:

> If there is absolutely no connection between having or not having 8,000 hours experience and becoming a member of this union, a logical question arises as to the relevance of the 8,000 hour requirement which was so frequently and repeatedly regarded at these hearings as the key to journeyman membership. As GAO reported, this 8,000 hour requirement has no relationship to possessing a union card nor pertinence to union membership.

Is this an accurate statement?

Mr. Kowalski. We did not make that statement in either our statement of facts or in our testimony.

The **Chairman**. OK. On page 17 the president stated that "According to GAO analysis of NLRB survey data, only 43 of 4,500 workers, less than 1 percent, referred from the Pittsburgh local construction lodge over a 4-year period could not verify 8,000 hours experience." Is this an accurate statement regarding your findings?

Mr. **Kowalski**. No, sir.

The **Chairman**. Tell me why it is not.

Mr. **Kowalski**. The 4,500, was the original scope of NLRB's review. They narrowed it down to 118 people from whom they obtained detailed information. We ended up with NLRB's files on 102 individuals and made a detailed review of those files.

The **Chairman**. And the purpose of that was on job discrimination, wasn't it?

Mr. **Kowalski**. That's right.

The **Chairman**. So it was completely different from what they——

Mr. **Kowalski**. It was, but their review provided us the detailed information that we needed to complete our analysis. They obtained information from the Social Security Administration and the Internal Revenue Service. From our review of NLRB's files, we determined that 43—or 51 percent—out of the 85 that were referred after June 1, 1979 did not meet the apprenticeship training program requirements or the 8,000-hour requirement. Thus, we believe the president's statement is inaccurate.

The **Chairman**. OK. On page 17 of the president's statement he reports that, "A separate random sample study by GAO of a 5-year period from our Pittsburgh local lodge found 16 persons with less than 8,000 hours provable experience who were referred for work, but the GAO followup on that disclosure learned that all 16 persons passed employer-administered ASME standard tests." Do you agree with that statement?

Mr. **Kowalski**. Again, that is not accurate because when we talked to the employers, only 4 of the 16 we were told took and passed a welding test, rather than all 16. For the other 12, the employers did not tell us that they passed the test.

The **Chairman**. On page 22 the President's statement reports that:

> The General Accounting Office reported that if any of the accusations were in fact true, the problems disclosed were remedied, and the GAO observed that remedies exist for all the complained-of unfair labor practices of the Pittsburgh local lodge. The GAO further concluded that employers in the Pittsburgh area were very satisfied with the performance of local lodge members from Pittsburgh.

Do you agree with those statements?

Mr. **Kowalski**. We did not make those conclusions in our statement of facts or in our testimony statement. We merely reported what the employers had told us about the qualifications of individuals referred by Local 154.

The **Chairman**. Well, you know, after listening to your statement, Mr. Curtis, and yours, Mr. Kowalski, and the responses you have given to my questions, I am reminded of what an unusual set of hearings this really has been. Yesterday union officials danced all over the 8,000-hour rule, yet the GAO knows what it means and I think everybody else knows what it means. I think the attorneys knew what it means. I think the referral committee knew what it means. Mr. Boring knows what it means, and these other workers know what it means. The NLRB knows what it means.

They found the union guilty of discrimination. The union was unable to rebut the allegations made by previous witnesses. In fact, the international hasn't even investigated these charges. I mean, it's astounding. You know, I read in some of the press accounts of this-just the international's side. I have read that in some of the Pennsylvania newspapers and I certainly read it in at least one of the weekly services here.

Instead, as has happened in the past, misstatement has followed misstatement. You have indicated that Mr. Jones incorrectly testified yesterday, based upon the statement he was given to give, on at least four portions of your statements of fact, at least four.

Mr. KOWALSKI. That's true, at least four.

The CHAIRMAN. Now I hope that this is duly noticed by all those who are interested in this case. I hope that they are starting to listen to some of these workers. You know, I think that's what the labor laws are for, to protect workers. Gee whiz, we've got the attitude around here that we've got to protect the union. Well, the way you protect the union is by having it be honest so workers are protected. That's what makes the union movement really function and work well.

Yesterday counsel for the union made several misstatements, including asserting what someone had told the FBI, yet he later said that he hadn't seen FBI reports, even though he had been a former prosecutor in this area. Some people question whether he did or didn't.

Last fall the union claimed that I was a new McCarthy because I was stonewalling their efforts to testify, to cooperate with the committee. In fact, I invited the union on several occasions to testify, and they always came up with a reason why they couldn't. It wasn't until I obtained subpoena powers, really subpoena powers for relevant documents, that we began to see some action on the part of the union itself.

I just hope that the media will report the new McCarthy charges, you know, that will rebut those of last year, that it seems to me have been emerging at yesterday's and today's hearings. If there are any McCarthy's it certainly isn't this committee or the majority on this committee or myself; it is those who are obfuscating and not telling the truth about what is going on here. Maybe there are a few others around who need to tell the truth, too. I guess I am referring specifically to one or two people in the media.

I want to thank you, Mr. Kowalski, and I also want to thank you, Mr. Curtis, and the other GAO employees who worked on the report. My experience with GAO is, you are unbiased, you do a good job. I can't say I have always agreed with you but I can say this, that you try to do the best you can and you let the chips fall where they may, and that is one reason why I in particular use the GAO and, I think, other Senators as well, including Senator Nunn and a lot of others who are working like I am to try and solve these problems.

If you look at our hearings over the last almost 4 years now, we have had some amazing things that have benefited union workers. You hardly ever hear about that.

Well, I just want to thank you for being here, and I am very grateful for your coming.

Mr. KOWALSKI. Thank you, sir.

Mr. CURTIS. Thank you, Mr. Chairman.

The CHAIRMAN. Thank you so much.

Our next witness will be Mr. Chris DeCree of the Pennsylvania State Crime Commission.

Mr. DeCree, we are delighted to have you here. We appreciate your being with us. We look forward to taking your testimony at this time. Could I swear you in, sir?

[Witness sworn.]

STATEMENT OF CHRIS DeCREE, PENNSYLVANIA CRIME COMMISSION, PITTSBURGH, PA

Mr. DECREE. Mr. Chairman, if you will, I would like to begin my testimony from the prepared text, and explain what the crime commission is and how we function.

The CHAIRMAN. Thank you so much.

Mr. DECREE. The Pennsylvania Crime Commission is an independent factfinding agency charged by the Pennsylvania Legislature to inquire into the activities of persons engaged in or associated with organized crime, and to inquire into public corruption. The Pennsylvania Crime Commission Act of 1978 became effective on December 4, 1978, and this statute, which outlines the powers and duties of the commission, includes the following definition of organized crime:

> The unlawful activity of an association trafficking in illegal goods or services, including but not limited to gambling, prostitution, loansharking, controlled substances, labor racketeering, or other unlawful activities or any continuing conspiracy or other unlawful practice which has as its objective large economic gain through fraudulent or coercive practices or improper governmental influence.

The crime commission is a proactive agency which investigates patterns of activity as well as specific incidents in order to identify a problem area within the criminal justice system. The commission may refer prosecutable cases to the appropriate agencies and make recommendations to the legislature to improve the criminal justice system.

In the spring of 1983 the western regional office of the crime commission, located in Pittsburgh, became cognizant of alleged problems and possible misconduct within the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers, local 154, and a preliminary investigation was initiated. In September 1983 a full investigation was begun to investigate these allegations, which include the illegal sale of union books, theft of material from job sites, the hiring of unqualified workers to the detriment of qualified members of local 154 and the national transient division, falsification of welding tests, illegal gambling on the job sites, and the abuse of office by some union officials. Because this investigation is ongoing and of a sensitive nature, I respectfully request to avoid specifics when testifying so as not to jeopardize anyone's reputation or future investigative activity.

I was invited to appear today to testify concerning only the subject of unqualified workers receiving journeyman's wages. A review of the articles of agreement between local 154 and the boilermaker employers of the western Pennsylvania area for June 1, 1979, through May 31, 1982, specifies the wage scale in article 18 and differentiates an hourly rate between journeyman, trainee, and apprentice, as do the articles of agreement for June 1, 1982, through May 31, 1985, also at article 18, except that the "trainee" classification was removed from the June 1982 agreement.

Both agreements at section 5.4.1 describe the qualified boilermaker as meeting the criteria established under the National Joint Rules and Standards, as having 8,000 hours working experience or who has served an apprenticeship in the trade of field construction boilermaker under an apprenticeship program approved by the U.S. Bureau of Apprenticeship Training or by the State division of apprenticeship standards.

During the investigation, since September over 50 interviews have been conducted to include members of local 154 and the national transit division of the international brotherhood, and it was determined that almost all those interviewed that worked as boilermakers received journeyman's wages when they did not meet the criteria for journeymen. I note that over half of those interviewed are now qualified but were not qualified at the time they first worked and received the wages.

A review of the Pennsylvania Crimes Code, section 3922, entitled "Theft by Deception," states that:

> A person is guilty of theft if he intentionally obtains or withholds property of another by deception. A person deceives if he intentionally: (1) creates or reinforces a false impression, including false impressions as to law, value, intention, or state of mind; * * *; (2) prevents another from acquiring information which would affect his judgment of a transaction; or (3) fails to correct a false impression which the deceiver previously created or reinforced, or which the deceiver knows to be influencing another to whom he stands in a fiduciary or confidential relationship.

This statute indicates that the payment of journeyman's wages to unqualified workers is illegal under Pennsylvania statute.

Representatives of three company employers and of three utility companies were interviewed, and all six stated that it is their expectation that when they request and hire a boilermaker from local 154, that they will receive the services of a journeyman boilermaker in that the journeyman's wage is paid. Their expectation is that a qualified worker will be sent in response to a request for employees.

Investigation to date has disclosed that workers lacking the criteria have reported to jobsites and received journeyman's wages. In one instance, an individual told an official of 154 that although he had no experience as a boilermaker, he could obtain a job as a boilermaker if he had a union card. The official sold the card to him and the man got the job the next day.

Others, who belong to a union other than local 154, and doing work unrelated to boilermaking, have been sent directly to jobsites to work as boilermakers receiving journeyman's wages. They were sent by officials of their union who had arranged the jobs with officials of local 154.

I would like to add, Mr. Chairman, that the culpability is not necessarily with the employee who goes to a jobsite and receives that wage. The wage was established before the employees got there in many instances. That means the people who arranged those wages may be the ones that are culpable. That has to be determined at this point.

This concludes my prepared text. I will be glad to answer any questions that you may wish to ask.

The **Chairman**. Well, thank you, Mr. DeCree. I think your testimony has been very enlightening here.

The boilermaker employers that you interviewed, did they indicate that they expected the journeymen referred to them to have at least 8,000 hours of practical boilermaker experience?

Mr. **DeCree**. Yes, sir; we cited the contract and they cited the agreement, the articles of agreement.

The **Chairman**. Did all of them agree with that, or were there any exceptions to that?

Mr. **DeCree**. Yes, sir; it was unanimous.

The **Chairman**. It was unanimous? They all understood the agreement and they all expected that to be abided by.

Mr. **DeCree**. They understood the articles of agreement. They expected 8,000 hours as stated, as stated in the agreement.

The **Chairman**. There wasn't even any question about it.

Mr. **DeCree**. Pardon me, sir?

The **Chairman**. There wasn't even any question about it.

Mr. **DeCree**. No, sir.

The **Chairman**. OK. I have obtained sworn affidavits from two members of the painters union who stated that they worked as boilermakers in 1981 and 1982 at a full journeyman's wage, and we will introduce those into the record as DeCree Committee Exhibits 1 and 2.

[DeCree Exhibits Nos. 1 and 2 follow:]

DeCree
Exhibit #1

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

AFFIDAVIT OF JOHN A. NAGY

I, JOHN A. NAGY, having been duly sworn, depose and state that on or about 28 September 1982 I was called by George Galis from my union (Lovcal #6 of the International Brotherhood of Painters and Allied Trades). He told me that work was available as a Boilermaker. Following his instructions I went to the Howard Johnsons Motor Lodge in the Oakland section of Pittsburgh and picked up Louis Samaderis and drove to the Huff Power Plant. As Mr. Galis had told me, I told those in charge that I was sent by Fred Gualtieri -- I was on the list of employees and worked the night shift for Combustion Engineering from 28 September 1982 through 23 October 1982 at a full journeyman's wage. I had no experience in the field and had never before signed an out of work list as a Boilermaker. Other Painters local #6 men ware also on the job as Boilermakers. I used a come-along, tightened cables, milled tubes, and carried materials and tools about the job site. I had to ask the foremen or Boilermakers how to do those things that I had never done before. I was told to go to the Boilermakers' local #154 to sign the out of work list as soon as I was laid off. I was paid full wages even though I had served no apprenticeship, training period, or had any prior experience and had never signed any list or waited for the job with local #154.

John A. Nagy
Aug 3/83

Sworn and subscribed to
before me this 3rd day
of August, 1983.

Notary Public
[illegible], NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION [illegible] MAY 14, 1984
[illegible] ASSOCIATION OF NOTARIES

DeCree
Exhibit #2

COMMON WEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

AFFIDAVIT OF THOMAS J. SMITH

I, THOMAS J. SMITH, having been duly sworn depose and state that during June of 1981, I was called by James Yoezle, my local union (local #6 of the International Brotherhood of Painters and Allied Trades) financial manager. He asked if I could do some Boilermaking. I said that I would try. I met with him at the union hall on Federal Street in Pittsburgh. He gave me and others work sheets signed by Fred Gualtieri. Buddy Balsamo, Ken Danko, Bud (LNU), a fellow whose name I have forgotten and I (all painters) worked the day shift and Russ Franciscus, Ed "Bunko" Wagner, and Whitey Rabateau (also painters) worked at night on the job. I worked with an impact hammer, a spud wrench, and a burning torch on the expansion joint of the percipitator. I also assisted a welder who welded brackets on upside down because he didn't know what he was doing. I had no Boilermaking experience before so that I had to ask the foreman, pusher, or other workers how to do each job assigned, and I had never signed up for work at the hiring hall of local #154. I was paid full journeyman's wages. I was told to sign the out of work list when the job was completed in July of 1981.

Thomas J. Smith
Thomas J. Smith

Sworn and subscribed to
before me, this 3rd day
of August, 1983.

Notary Public

The **Chairman**. Let me read one from Thomas J. Smith:

> I, Thomas J. Smith, having been duly sworn, depose and state that during June of 1981 I was called by James Yoezle, I guess—my Local Union 6 of the International Brotherhood of Painters and Allied Trades financial manager. He asked if I could do some boilermaking. I said I would try. I met with him at the union hall on Federal Street in Pittsburgh. He gave me and others work sheets signed by Fred Gualtieri, Buddy Balsamo, Ken Danko, Bud—it looks like L-n-u in parentheses—a fellow whose name I have forgotten, and I—in parentheses. All painters worked the day shift, and Russ Franciscus, Ed "Bunko" Wagner, and Whitey Rabitow, also painters, worked at night on the job. I worked with an impact hammer, a spud wrench, and a burning torch on the expansion joint of the precipitator. I also assisted a welder who welded brackets on upside down because he didn't know what he was doing. I had no boilermaking experience before, so that I had to ask the foreman, pusher, or other workers how to do each job assigned, and I had never signed up for work at the hiring hall of Local 154. I was paid full journeyman's wages. I was told to sign the out-of-work list when the job was completed in July of 1981. Signed, Thomas J. Smith, and sworn.

The affidavit of John A. Nabby:

> I, John A. Nabby, having been duly sworn, depose and state that on or about September 28, 1982, I was called by George Gallus from my union, Local 6 of the International Brotherhood of Painters and Allied Trades. He told me that work was available as a boilermaker. Following his instructions, I went to the Howard Johnsons Motor lodge in the Oakland section of Pittsburgh and picked up Louis Samandaris and drove to the Huff powerplant. As Mr. Gallus had told me, I told those in charge that I was sent by Fred Gulatieri. I was on the list of employees and worked the night shift for Combustion Engineering from 28 September 1982 through 23 October 1982 at a full journeyman's wage. I had no experience in the field and had never before signed an out-of-work list as a boilermaker. Other Painters Local No. 6 men were also on the job as boilermakers. I used a come-along, tightened cables, milled tubes, and carried materials and tools about the job site. I had to ask the foreman or boilermakers how to do these things that I had never done before. I was told to go to the Boilermakers Local 154 to sign the out-of-work list as soon as I was laid off. I was paid full wages even though I had served no apprenticeship, training period, or had any prior experience, and had never signed any list or waited for a job with Local No. 154.

Now I might mention that we received these affidavits from both of these individuals, not from you, so I want to make that clear on the record, that you did not provide those to us.

In your interviews of 50 boilermakers, Mr. DeCree, did you find that persons from trades as far afield as this are getting journeyman referrals as boilermakers?

Mr. **DeCree**. Yes, sir; we found that members of other unions who are in a field unrelated are receiving journeyman's wages, as well as people who never belonged to a union.

The **Chairman**. I see. your boilermaker investigation limited to fraudulent referrals or does it get into other areas as well?

Mr. **DeCree**. I'm sorry, Mr. Chairman. What was the question?

The **Chairman**. the investigation you are making concerning the boilermakers, is that limited to fraudulent referrals or do you get into other matters as well?

Mr. **DeCree**. Inter alia, Senator. I was——

The **Chairman**. By inter alia you mean other matters as well?

Mr. **DeCree**. Yes, sir; I was requested to testify to the 8,000 hours and I restricted my testimony to that.

The **Chairman**. As I understand it, you are not at liberty to speak of the other areas.

Mr. **DeCree**. No, sir; not at this time.

The **Chairman**. OK. I would like to commend you for your recognition of the problems raised by the referrals of unqualified persons as boilermaker journeymen. I just want to personally compliment you and your agency because you have shown to me a lot more initiative than many of our Federal agencies have shown who should have been involved in this case long before now.

Now if the committee can be of any assistance, I hope that you will feel free to call upon us, and we will try and give you all the assistance we can. I want to just personally thank you for your testimony, Mr. DeCree. We are going to be interested in the outcome of your total investigation, and I hope that you will keep the committee advised as you can.

Mr. **DeCree**. Thank you, Senator.

The **Chairman**. Well, thank you so much. Glad to have you here. Our next witnesses will be a panel of welder witnesses who work out of local 744 in Cleveland, OH. We would like to welcome Mr. Joe Danko and Theodore Hull. We had invited union officials to answer these charges but they declined to appear today, which seems to be a pattern that we have seen in these hearings. My letter specified that the union will have 30 days to respond to these charges in writing, and I hope they avail themselves of this opportunity.

Can we swear both of you in?

[Witnesses sworn.]

The **Chairman**. Let me start with you, Mr. Danko. Could you give us a brief sketch of your professional background?

STATEMENT OF JOE DANKO, A BOILERMAKER FROM LOCAL 744, CLEVELAND, OH

Mr. **Danko**. Well, I have been a boilermaker for 20 years. Several of those years I have spent with companies as a welding technician, a superintendent, quality control.

The **Chairman**. As I understand it, you are from Newell, WV——

Mr. **Danko**. That's right, sir.

The Chairman [continuing]. And you are a member of local 744 in Cleveland, OH. that right?

Mr. **Danko**. That's right, sir.

The **Chairman**. Now when you work as a welding technician, what really are your duties?

Mr. **Danko**. To administer all the welding tests. After the tests are made and the people go to work as welders, to monitor the situation, check all the welds, see that they are properly made, and in general make sure that the quality is right.

The **Chairman**. Then you are a welding supervisor?

Mr. **Danko**. Yes, sir.

The **Chairman**. Are you an employee of the company when you work as a welding supervisor?

Mr. **Danko**. That is correct, sir.

The **Chairman**. What companies have you worked for in that capacity?

Mr. **Danko**. Babcock & Wilcox and Combustion Engineering.

The **Chairman**. Now union witnesses testified at yesterday's hearing that it is impossible or highly improbable for union officials to tamper with the welding test because it is supervised rigidly by the contractor. Has this been your experience on the jobs in which you have served as a welding supervisor?

Mr. DANKO. The whole problem—now it has changed some now—but in the beginning these men would go into the union hall and sign up for out-of-work. They were asked as to whether they were welders or not. They would state that they were welders. They in turn would be sent to the job as welders. In some instances, especially where a blast furnace is concerned, welding tests are very seldom given, very seldom. The man's word is taken that he is a welder. It is monitored supposedly by the foreman in charge and supervision that happens to be there. Generally, if a man can't weld they take him out of there.

However, here again the union sends them out as welders without bothering to find out whether they in fact are welders. Some could have papers that have expired. There again, even with expired welding papers a man could possibly be a good welder. However, he should be tested again. This is a practice that has been omitted on many occasions.

The CHAIRMAN. Is there any favoritism in some of these hirings?

Mr. DANKO. Definitely.

The CHAIRMAN. What do you mean by that?

Mr. DANKO. Nepotism abounds, very much.

The CHAIRMAN. When you say nepotism, you are not condemning a father who is training his son in the trade and brings him along as apprentice, are you?

Mr. DANKO. I am condemning the fact that in some instances there will be an entire family, maybe 12 or 15 members belonging to the same family. They may be brothers; they may be nephews; they may be cousins. However, they are still in the same family. These in turn as a general rule are sent out—one will be sent out as a general foreman, the other brother will be a steward, he in turn will take care of his son, his son will take care of his son or whatever the case may be. In short, they control the job.

The CHAIRMAN. But do you find any fault with a father who wants his son to learn the trade, as long as he goes through a regular apprenticeship program and becomes a journeyman?

Mr. DANKO. No, sir, I don't have any fault in that whatsoever. However—

The CHAIRMAN. But what you seem to be saying is that they have brought family members in, and then they control a job and show favoritism on the job to their own family.

Mr. DANKO. They do, absolutely.

The CHAIRMAN. So that's what you are upset about.

So this has actually happened to you on jobs in which you were a welding supervisor?

Mr. DANKO. Yes, sir, it has.

The CHAIRMAN. Could you give us some specific—well, let me ask you this: Have you actually been on jobs where the union has pressured you or anybody around you or anybody you have observed to cheat on tests?

Mr. DANKO. The union directly, however, doesn't, but their representatives that they send out, which would be the general foreman, et cetera, will say—well, they will take a select group that they know and they will say, "Well, he can weld, he can weld, he can weld, you know. You don't have to bother testing him." This is not a policy that I have followed. I don't care if a man is sent out there as a welder. On any job that I am running, he will take a welding test. If he fails, he will not weld.

The CHAIRMAN. Could you give us some specific times and places where you have been pressured to allow people to either not take the tests or to cheat on the tests?

Mr. DANKO. Well, Mt. Storm, Virginia Electric Power—Vepco—for instance, I had a job here I believe in 1982 that I had a very large crew. I was the welding technician on the job on night turn. I was quality control and I was also the assistant superintendent on the job.

There again we had people that were groundskeepers, gas station attendants, painters, steamfitters—which in itself is not bad, steamfitters are basically following the same line of work that boilermakers do—just a numerous amount of people that shouldn't have been there.

The CHAIRMAN. That are sent out to the job without proper training.

Mr. DANKO. That's right.

The CHAIRMAN. And paid journeyman's wages?

Mr. DANKO. Paid journeyman's wages. In reference to that, there was a young lad that came on a job, standing on the 11th floor of the boiler and looking around in awe, and he inquired of a boilermaker that was standing there, that was a 30-year boilermaker, he said, " this a boiler?" To which the man replied, "Yes," he said, "you're standing right in the middle of it." [Laughter.]

It's things like this that have been happening. In another instance I was on a job in Moundsville, WV at the Mitchell plant. This is during the period that the mineworkers were all out on strike. The union sent a young lady out there, probably 20 years old, maybe a little bit more, that was a coal miner, had never seen a boiler, had no idea what it was. She was sent out there by the union because her dad was friends with somebody in the union hall. She was sent there to go to work, couldn't even light a torch, and needless to say created problems. Of course, I wasn't the superintendent on the job. I was just working there in the gang like anybody was, but these are occasions like this that have happened over the years and I feel these people should be——

The CHAIRMAN. Well, yesterday we had union leaders in here saying, at least from the international and local 154, saying that everybody had to take these tests. You are saying everybody didn't have to take them.

Mr. DANKO. There are many, many times that they come out on a job and never take a test. Now, however, let me clarify that. There are certain items that are welded on jobs that are not considered a stress weld. Therefore, it doesn't require a test. However, even in that case, if the weld is not good it should not be made for the simple reason that maybe they are welding a piece of angle iron on that somebody is going to put a scaffold on. If it breaks, somebody is going to get hurt or killed.

The CHAIRMAN. You told our staff at one time at the Mt. Storm Vepco plant that one of the workers threatened to beat you up unless—actually for not passing him on his welding test.

Mr. **Danko**. This is correct, sir. I immediately fired the man.

The **Chairman**. I see. What techniques, could you give us some of the techniques that are used to cheat on the welding tests?

Mr. **Danko**. Ok. Supposing I am giving welding tests, which I do. You have a booth, three or four men in there taking a test. Now I am not going to stand there. I will tell them the way to make the test, I will tell them what I want, and then I walk away and let them go ahead with the test. Periodically I will return and see how it is progressing.

During the time that I walk away from there, there is nothing to prevent another man from stepping over and welding the other man's coupon before I ever return there to look at it. There is no way I can do this. However, a welding pattern is like a set of man's fingerprints. No two men will weld alike. If the welding technician can pick up on it, he can tell immediately who welded it and who didn't.

The **Chairman**. Were you able to do that on occasion?

Mr. **Danko**. Yes, sir. I only caught one, and that man was discharged.

The **Chairman**. OK. Does the Nuclear Regulatory Commission monitor the tests on these nuclear powerplants?

Mr. **Danko**. How was that again, sir?

The **Chairman**. Does the Nuclear Regulatory Commission monitor these tests on the nuclear powerplants?

Mr. **Danko**. Yes, sir, they do.

The **Chairman**. They do? Have you ever permitted cheating to go on with respect to these jobs where you were the welding supervisor?

Mr. **Danko**. No, sir.

The **Chairman**. Have you observed test cheating in recent years on jobs to which you were referred as a boilermaker welder, though, rather than as a welding supervisor?

Mr. **Danko**. On occasion, yes. I have been on jobs where—well, I myself have been sent out and told to weld without taking the test. Even though I am a qualified welder, that should never have been. I should have taken the test right along with everybody else. Some did; some didn't.

The **Chairman**. I see. You mentioned the Ohio Edison Niles plant in Niles, OH, to our staff. Could you tell us about that?

Mr. **Danko**. We had a repair job there on No. 1 boiler. It was for Babcock & Wilcox. There again, I wasn't in any capacity other than working at the trade. A man had been put to weld on a vacuum line, welded for almost 8 hours on it, and it was completely fouled up. The foreman came to me and he said, "Take a look at that," he said. "Can you do anything with it?" I said, "Yes, I take and straighten it out." Twenty minutes to 4 is when this occurred. Ten minutes after 4 I had completely cleaned the weld up and redid the weld. On another——

The **Chairman**. It had taken this guy all day to do, you're saying, all day to foul up.

Mr. **Danko**. All day to foul up.

The **Chairman**. OK. What time were you to quit work that day?

Mr. **Danko**. At 4:30.

The Chairman. So you're saying you did the weld that it took him all day to do and he fouled up. You did it in how many minutes?

Mr. Danko. Thirty minutes, sir.

The Chairman. Thirty minutes. OK. In your experience, were there other men on that job who were welding without being tested and others whose qualification papers had run out?

Mr. Danko. Yes, sir, there were.

The Chairman. Were there other instances where welders were put to work without taking a test?

Mr. Danko. Oh, yes, very many times.

The Chairman. Could you give us a couple of them?

Mr. Danko. The General Electric plant in Erie, for one. I was the foreman on that job, and they were sent out as welders and told to go ahead and weld. I didn't have any choice about the matter; I put them to weld. Fortunately, they could weld.

The Chairman. You mentioned the Cardinal plant in Brilliant, OH.

Mr. Danko. There was another instance there. I was there working in the gang out of local 154 as a journeyman mechanic. I was put in there to weld without taking the test. Some took the test and didn't make it; others were put to work and just told to weld.

The Chairman. I see. Do you think the referral of unqualified persons as journeymen is a widespread problem in the Boilermakers Union today?

Mr. Danko. It's widespread, yes. It's all over the country.

The Chairman. I see. When you work as a boilermaker, which local do you go to for your referrals?

Mr. Danko. Well, as a general rule I go to Cleveland. However, if they keep telling me they don't have any work when in fact they do—they have bypassed me many times——

The Chairman. Why would they do that? I mean, you have been a welding supervisor. Apparently you are a very fine welder.

Mr. Danko. Well, I'm not held in too high esteem there for the simple reason that if something is wrong, I make it a point to make sure that it's known, and——

The Chairman. They don't like that.

Mr. Danko [continuing]. They don't like this.

The Chairman. I see.

Mr. Danko. If criticism is due, I give it.

The Chairman. So you would like to get your referrals out of local 744 in Cleveland?

Mr. Danko. If I have to work out of that area I would like to, yes, but I can go to, call any local in the country, and if they've got work it's no problem whatsoever. They give it to me.

The Chairman. I see.

Mr. Danko. Cleveland has come up with a new rule and regulation whereby they state that every 2 weeks, if you are out of work, you will go drive to Cleveland or whatever and sign the out-of-work sheet. If you once sign that sheet when you get laid off, which I did on the last job. As far as I am concerned that sheet should be valid until such time as they put you to work. It's a burden to have to drive 132 miles one way to sign that sheet when a telephone call would serve the same purpose.

The **Chairman.** Sure. Does local 744 refer boilermakers out fairly, in the order in which they sign the out-of-work list?

Mr. **Danko.** No, sir, absolutely not.

The **Chairman.** Explain that.

Mr. **Danko.** They've got three different lists.

The **Chairman.** Well, why don't they do that? I mean, tell me why do they have three different lists?

Mr. **Danko.** Favoritism.

The **Chairman.** Favoritism?

Mr. **Danko.** That's right, sir.

The **Chairman.** Does that include the nepotism you were talking about?

Mr. **Danko.** Absolutely.

The **Chairman.** Could you give us some examples of this?

Mr. **Danko.** Well, there's one reference where I worked on a job—the fact of the matter is, they laid me off because of being ill—at Republic Steel in Cleveland, just this past March, I went to the union hall and signed the book and, at the same time that I was signing the book the man told me that he did not have any work whatsoever, which I knew that he did. I got on the phone and called Senator Applegate's office, which is located in East Liverpool, OH. Half an hour later they were calling me to go to work.

During the course of the job, Clay Atwood, general foreman; brother George Atwood was one of the assistant foremen; Bobby Atwood, another, in the capacity as another foreman. When——

The **Chairman.** Did these foremen work with the tools?

Mr. **Danko.** No, sir.

The **Chairman.** In other words, they were relatives of the leaders——

Mr. **Danko.** Right.

The **Chairman** [continuing]. And they just sent them out not to work with the tools but as foremen.

Mr. **Danko.** Right.

The **Chairman.** Do they get extra pay for that?

Mr. **Danko.** Yes, sir.

The **Chairman.** I see.

Mr. **Danko.** This is a practice that goes on and on and on——

The **Chairman.** Well, were they good journeymen? I mean, could they do the job? Were they capable of being foremen?

Mr. **Danko.** I really couldn't say that for the simple reason I never saw them work. [Laughter.]

The **Chairman.** But you're saying they went out as foremen—oh, I see. I see.

Mr. **Danko.** To my knowledge, they have never worked. They have always been foremen and what have you.

The **Chairman.** It's pretty tough to have respect for people that you don't know whether or not they can use the tools.

Mr. **Danko.** This is true.

The **Chairman.** Have you personally experienced job discrimination in referrals out of local 744?

Mr. **Danko.** OK, they have three lists. They have the A list, the B list, and the C list, and it depends on how much esteem you're in, depends on which list you're on.

The CHAIRMAN. So they can manipulate lists for the benefit of their friends and family.

Mr. DANKO. In a recent job that was taking place in Erie, PA, during the month of January, I believe, they had a man in there as a general foreman that had less than 700 to 800 hours—general foreman. They did not have a local man on the job. And the list goes on and on.

The CHAIRMAN. I think you mentioned to our staff that on one job you missed 3 days of work——

Mr. DANKO. This is correct, sir. This was in this past March. We had a very bad snowstorm in Cleveland.

The CHAIRMAN. They had a bad snowstorm, you say, in Cleveland?

Mr. DANKO. Yes; it was so severe you couldn't even get out of the parking lot.

The CHAIRMAN. that why you missed the 3 days?

Mr. DANKO. No, I missed 4 days there because of the inclement weather.

The CHAIRMAN. OK.

Mr. DANKO. Our working agreement states that a man will not be discriminated against because of inclement weather.

The CHAIRMAN. Yes.

Mr. DANKO. OK, during this period of time I reported off, naturally, as is supposed to be. The last time that I reported off, I was informed by the union steward not to worry about it because there were no problems. Most of the people couldn't arrive because they were snowed in. The last day that I talked to him, I had finally gotten my car out of the parking lot and in the process I burned up the transmission in it.

The CHAIRMAN. Yes.

Mr. DANKO. So I related this fact to him, and he said, "That's all right. Don't worry about it." And I said, "All right," I said, "on your way to the union hall, will you drop my check off to me at the hotel," and he said he would, which he did. I informed him, I said, "I will catch a bus home and get another car and then I'll be back."

Well, during the course of being home I came down with a very severe case of flu. I was unable to work. I have a doctor's certificate to that effect. I took this into the hall, and I was off 3 days. When I was getting ready to go to work, they told me I was laid off because I missed too much time. "It's impossible," I said, "to get there." I said, "You yourself told me that seven men showed up for the job and you sent them home because they couldn't even find the material. It was covered with snow." So I took the doctor's certificate and went right down to the union hall and showed it to the dispatcher. He said, "I will relay this to the business agent."

A week went by. I didn't hear anything from him. I called the hall and talked to Mr. McManaman, who is the assistant. He denied knowing anything about it. He said, "I didn't even know you were laid off." The following few days elapsed. I didn't hear anything from him. He said he would check into it.

I went to Steubenville, OH, and saw an attorney there. The attorney in turn called the union hall while I was sitting there, and he said I would have to file a grievance. This was on a Friday. The following day I called the union hall and talked to the business manager, which is Lewis Jewell. He informed me that until such time as the attorney had called him, that he didn't even know I was laid off. Now if you're in that position and you don't know what is going on, then you're in the wrong position as far as I am concerned. You have no business being there if you don't know what's taking place in your own local.

Since then, I have filed discrimination charges against the union.

The CHAIRMAN. Now you mentioned there are three lists. Which lists are the so-called people you feel who are shown favoritism?

Mr. DANKO. Well, that would be the Wilsons, the Atwoods, on down the list. It's too numerous to even mention.

The CHAIRMAN. OK. Are any unqualified persons on that particular list, the favoritism list?

Mr. DANKO. That, sir, I couldn't say. I really don't know.

The CHAIRMAN. Are you allowed the right to inspect the right-to-work books in local 744?

Mr. DANKO. You are supposed to be, yes, but I have never had that opportunity.

The CHAIRMAN. Have you ever asked to see it?

Mr. DANKO. Yes, sir.

The CHAIRMAN. Well, what did they say to you when you asked to see it?

Mr. DANKO. In each instance I couldn't even get in to see the business manager. He was either in conference or he wasn't there, and——

The CHAIRMAN. So he wouldn't even see you?

Mr. DANKO. Yes.

The CHAIRMAN. Well, were you willing to wait to see him?

Mr. DANKO. Oh, yes.

The CHAIRMAN. In other words, they just ignored you?

Mr. DANKO. Just ignored me.

The CHAIRMAN. How many times have you worked out of local 154 in Pittsburgh?

Mr. DANKO. Oh, God, many, many times.

The CHAIRMAN. So you have had a lot of experience with 154?

Mr. DANKO. Yes, sir.

The CHAIRMAN. Why did you stop seeking referrals out of local 154, 4 years ago, Mr. Danko?

Mr. DANKO. Well, the unfair practices that they were conducting. When I went into the union hall, Mr. Gualiteri there, John Gualiteri—better known as "Tinhead"—said that the referral is going to cost you $6.

The CHAIRMAN. In other words, for you to get a referral out from the union, for each referral they would charge you $6?

Mr. DANKO. That's right, sir. Now this applies to——

The CHAIRMAN. Now was that for each referral or did you pay $6 a day or $6 a week?

Mr. DANKO. This continued. Once you got there, once you got that referral, then each week they collected another $6 off you.

The CHAIRMAN. Was that part of any agreement?

Mr. DANKO. No, sir.

The CHAIRMAN. Did everybody pay that?

Mr. DANKO. Everybody that didn't belong to 154.

The **Chairman**. I see. that acceptable in the union practice across the country?

Mr. **Danko**. It's practiced. I don't know whether it's practiced anywhere else. Now Cleveland had a clause in theirs that they take $2 out of everybody that's there, only they call it a sick fund.

The **Chairman**. But do they do that to everybody or just those——

Mr. **Danko**. Everybody.

The **Chairman**. Everybody?

Mr. **Danko**. Everybody. However——

The **Chairman**. But you're saying this $6 was assessed only against those who were not members of that local.

Mr. **Danko**. Right, right. In Cleveland the nonmembers are permitted no benefits of this whatsoever. They pay the $2 if they want to stay working there but they don't get any benefit out of it at all. If they become sick, it's just money they have lost.

The **Chairman**. Well, we have had some testimony here about raffle tickets. Did you encounter that out of 154?

Mr. **Danko**. Yes, sir.

The **Chairman**. Tell us about that.

Mr. **Danko**. They have what they call a 50-50 ticket. They would come, the steward would come around with these tickets, and I believe they were a ticket and there's usually five in a book. They wanted you to take at least one book.

The **Chairman**. Did you ever buy the tickets?

Mr. **Danko**. No, sir, I did not.

The **Chairman**. What happened when you refused to do so?

Mr. **Danko**. I got laid off.

The **Chairman**. And so that did happen to you.

Mr. **Danko**. Yes, sir.

The **Chairman**. Are you familiar with any other methods by which the union forces moneys out of its individual members?

Mr. **Danko**. Any other—how was that, again?

The **Chairman**. Methods, any other ways that they take money from their members that you feel are wrong.

Mr. **Danko**. I feel that—now this is countrywide—there is 2.5 percent taken out of every member that works——

The **Chairman**. In addition to the $13.50 a month dues.

Mr. **Danko**. That's right, or nonmember, whichever the case may be. However, the 2.5 percent is taken out of you right off the top, off the gross wages, and to my knowledge this was never voted in by anyone. The international just said, "We need 2.5 percent," and that's what they got, and it is taken.

The **Chairman**. Do they have savings plans or vacation plans, too?

Mr. **Danko**. They have what they call a vacation plan or savings, whichever the case may be.

The **Chairman**. What does that mean?

Mr. **Danko**. In Cleveland it consists of $1 an hour which is put into the bank for you. You have nothing to say about it. It is automatically taken.

The **Chairman**. Well, isn't it ultimately put into your own account, though, after about 30 days?

Mr. **Danko**, After 30 days, yes, sir.

The CHAIRMAN. Well, then, what's wrong with that, if they are causing you—I agree, they shouldn't have to force you to save or——

Mr. DANKO. This, in itself, there is nothing wrong with it providing it was done the way it was supposed to be but, by the same token, this can amount to hundreds of thousands of dollars which the company that you're working for holds, gets interest off of it during that period of time. They, in turn, turn it over to the local, which takes another 15 days that this is deposited in their account. They get money off of this before it is put into your account. Now Cleveland——

The CHAIRMAN. But can't you take it out of your account after 30 days?

Mr. DANKO. It never all gets in there in that period of time. In other words, if the pay period ends in the middle of the month, say from May 15, this will go in June 15 and anything worked from June 15 will not go in until July 15.

The CHAIRMAN. How long a time has to expire before you can take that out?

Mr. DANKO. I would say in order to get everything that you work, most of these jobs as a general rule will last 6 or 8 weeks. They are repair jobs. Some will go possibly 12 weeks. You have to wait at least 5 months if you want to get all of it.

The CHAIRMAN. I see. Now you tried to borrow on one of those accounts, and I think that was in——

Mr. DANKO. This is the Brotherhood Bank in Kansas City. I believe it is probably owned by the international. Certain locals will take, deduct this money from you. It goes into the Kansas City bank. You only get this once a year, unless——

The CHAIRMAN. In other words, you wait for 12 months——

Mr. DANKO. That's right, unless you request it. Then if you request it they give you your money in the form of a loan on which you pay 18-percent interest.

The CHAIRMAN. In other words, they deduct this money from you once for every hour you work——

Mr. DANKO. That's right, sir.

The CHAIRMAN [continuing]. They put it into, I guess, a savings or a vacation fund——

Mr. DANKO. More or less, yes.

The CHAIRMAN [continuing]. Which they then put into a bank, which you have difficulty getting out much shorter than 5 months even though the job only generally lasts 6 weeks or so.

Mr. DANKO. That's right.

The CHAIRMAN. And in this particular case in Kansas it would take you a year to get it out, and if you tried to take your own moneys and borrow against them, they would charge you 18-percent interest.

Mr. DANKO. That's right, sir. Unfortunately, I forget to bring them, but I have papers to substantiate this.

The CHAIRMAN. What happens? Do they ever deny you the right to borrow your own funds?

Mr. DANKO. It depends on the business agent. If he don't like you, he don't have to OK it.

The CHAIRMAN. If he doesn't what happens then?

Mr. DANKO. Well, then, you just wait. You don't get your money.

The CHAIRMAN. So you wait for about a year then?

Mr. DANKO. That's right.

The CHAIRMAN. But you ultimately get your money?

Mr. DANKO. Oh, you would get it ultimately, yes.

The CHAIRMAN. But if he approves it you are going to pay 18 percent interest just to use your own money?

Mr. DANKO. That's right.

The CHAIRMAN. That doesn't seem right to me.

Mr. DANKO. It isn't right.

The CHAIRMAN. It's surprising.

Mr. DANKO. But, as I said, I have papers at home—unfortunately, I forgot to bring them with me—that substantiate this. Not only myself but others have been in the same position, that have had to do the same thing.

[Information supplied for the record follows:]

SECURITY AGREEMENT (FOR DIRECT LOANS ONLY)

KNOW ALL MEN BY THESE PRESENTS, that Joe Danko (Name of Debtor)

residing at P.O. Box 373 (Address) Newell, (City) West Virginia (County) 26050 (State)

Hereinafter (jointly and severally if there be more than one) called debtor, grants, conveys and gives to The Brotherhood Bank and Trust Co. (Name of Secured Party)

756 Minnesota Avenue (Address) Kansas City, (City) Kansas (State) 66101

hereinafter called secured party,
a SECURITY INTEREST in and to the following described property, hereinafter called collateral, together with (except in the case of consumer goods) all additions, replacements, accessions and accessories thereto as listed below or on the attached sheet which is incorporated herein:

Assignment of International Brotherhood of Boilermakers Vacation Fund Account No. 464 30 7814

as security for payment of a note or notes executed by debtor to secured party.

This security interest is given to secure the payment of the Debtor's obligations on a promissory note of even date executed by Debtor and made payable to Secured Party in the principal sum of --Two Hundred Seventy-Five and 00/100--------------- Dollars ($275.00) payable in One installments and maturing on the 1st day of December, 19 83, and also to secure the performance of all of the Debtor's obligations under this agreement.

LOAN DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
18.00 %	$ 48.55	$ 275.00	$ 323.55

Your payment schedule will be:

Number of payments	Amount of Payments	When Payments Are Due
One	323.55	December 1, 1983

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature
Credit Disability		I want credit disability insurance. Signature
Credit Life and Disability		I want credit life and disability insurance. Signature

You have the right to receive at this time an itemization of the Amount Financed.
☒ I want an itemization.
☐ I do not want an itemization.

Late Charge: If a payment is late, you will be charged $____ or ____ % of the payment, whichever is less.

You may obtain property insurance from anyone you want that is acceptable to ________ (creditor)

If you get the insurance from ________ (creditor), you will pay $____

Security: You are giving a security interest in:
☐ the goods or property being purchased.
☒ Vacation Fund Account (brief description of other property)

Prepayment: If you pay off early, you
☐ may ☒ will not have to pay a penalty
☒ may ☐ will not be entitled to a refund of part of the finance charge.

Collateral securing other loans with us may also secure this loan. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Filing fees $____ Non-filing insurance $____ e means an estimate

Itemization of the Amount Financed of $ 275.00

$ 275.00 Amount given to you directly
$____ Amount paid on your account

Amount paid to others on your behalf
$____ to public officials
$____ to ____
$____ to ____

Party(ies) stipulate and agree that all provisions on the reverse side hereof are incorporated herein by reference and constitute a part of this agreement.
This loan is subject to the provisions of sections 1 through 131 of the Kansas Uniform Consumer Credit Code applying to consumer loans.

SIGNED AND DELIVERED THE DATE FIRST BELOW WRITTEN AND DEBTOR ACKNOWLEDGES RECEIPT OF A COPY OF THE SECURITY AGREEMENT, PROMISSORY NOTE, CREDIT DISCLOSURE AND INSURANCE DISCLOSURE, ALL COMPLETELY FILLED OUT AND EXECUTED.

X Joe Danko
Joe Danko Debtor

________ Debtor

THE BROTHERHOOD BANK AND TRUST COMPANY
Corporation or Partnership
By Naomi K. Bowen
Naomi K. Bowen, Vice-President

PROMISSORY NOTE

31 401 3 70

$ 275.00 + int. (Amount) P.O. Box 373 Newell, WV 26050 (City), Kansas December 8, (Date) 19 82

32853

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of The Brotherhood Bank & Trust Co. the sum of -----Two Hundred Seventy-Five and 00/100-------------------------- Dollars ($ 275.00 + int at its office, in One installments of -----Two hundred Seventy-Five and 00/100 + int Dollars ($ 275.00 + int on the 1st day of December (358 Days) [illegible], and on the same day of each succeeding month thereafter with the entire unpaid balance being due on December 1, 19[illegible], with interest on each installment from maturity until paid at the rate of interest disclosed above. Prepayment of balance entitles refund of unearned FINANCE CHARGE computed by Rule of 78s.

If default be made in the payment of any installment when due, then all the remaining installments shall become due and payable upon compliance with statutory notice requirement. A delinquency charge on each installment in default for a period of 10 days or more may be assessed as an additional charge against the borrower(s) in an amount not in excess of 5% of such installment or $2.50, whichever is less.

All signers, endorsers and parties to this instrument hereby waive demand, protest and notice of non-payment and agree to all extensions and partial payments before or after maturity, and agree to pay all costs and expenses incurred in the collection of this note allowed by law.

Any indebtedness, including deposits due from the legal holder hereof to the undersigned, shall be deemed to be pledged to secure the payment hereof and may at any time while the whole or any part of the debt evidenced hereby remains unpaid (whether before or after maturity) be appropriated, held or applied toward the payment of this obligation. The collateral now or hereafter pledged to secure this note to the extent not required in paying this note may be held as security for the payment of any other obligation of any of the undersigned to said bank, now or hereafter contracted, and may be disposed of and the proceeds applied in the same manner as provided in connection with the pledge of such collateral as security for this note.

(01) Tele: 304-387-3379

Witness:
N Bowen

X Joe Danko
Joe Danko

K420 Z B&C Inc. 2820 Roe Lane, K.C., Ks. – 7/1/82

NOTICE TO THE CONSUMER: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. 3. YOU MAY REPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.

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BOILERMAKERS SAVINGS PLAN
C/O BROTHERHOOD BANK & TRUST
756 CENTER CITY PLAZA
KANSAS CITY, KANSAS 66101


JOE DANKO
BBT LOAN DEPT

                                                        45430781420  PAGE    1
                                                   FROM 11-02-82 TO 11-03-83


*******************************************************************************
PREVIOUS BALANCE  NUMBER/TOTAL CREDITS  NUMBER/TOTAL DEBITS     FEES   NEW BALANCE
20 SAVINGS
           0.00       15          392.34       1         392.34                0.00

*******************************************************************************

20 SAVINGS
 DATE    DESCRIPTION
                                                          AMOUNT     DAILY BALANCE
11-17  DEPOSIT                                            331.50            331.50
11-30  INTEREST                                             0.86            332.36
12-17  DEPOSIT                                             32.00            364.36
12-31  INTEREST                                             2.12            366.48
 1-31  INTEREST                                             2.17            368.65
 2-28  INTEREST                                             1.87            370.52
 3-31  INTEREST                                             2.35            372.87
 4-29  INTEREST                                             2.19            375.06
 5-31  INTEREST                                             2.36            377.42
 6-30  INTEREST                                             2.24            379.66
 7-29  INTEREST                                             2.32            381.98
 8-31  INTEREST                                             2.56            384.54
 9-30  INTEREST                                             2.66            387.20
10-31  INTEREST                                             2.56            389.86
11-02  INTEREST                                             2.48            392.34
11-03  WITHDRAWAL                                         392.34              0.00
```

BROTHERHOOD BANK & TRUST
Kansas City, Ks. 66101

105 DATE NOV 30, 1983

SOC SEC NO 454-30-7814 AMOUNT ****392.34*

IN PAYMENT FOR

SAVINGS FUND CONTRIBUTION- 363.50
+INTEREST PAID THIS YEAR- 28.84

ACCOUNT NUMBER

454 30 7814 20

PLEASE DETACH THIS STUB BEFORE DEPOSITING

ENCLOSURES (* RETAIN THIS STUB FOR YOUR RECORDS,
NO 1099 FROM 1983 WILL BE ISSUED.

BROTHERHOOD BANK & TRUST
756 Minnesota Avenue, Kansas City, Ks. 66101, (913) 321-4242

December 1, 1983

Joe Danko
P. O. Box 373 26050
Newell, West Virginia [redacted]

Dear Boilermaker:

Relative to your International Brotherhood of Boilermakers Vacation Fund, we are enclosing the following:

1) Your promissory note stamped, "Paid in Full".

2) Our bank money order which represents the difference between the payoff of your loan and your Vacation Fund check.

3) Your Vacation Fund check stub to be retained for your income tax records and your statement, which shows all deposits into your Vacation Fund account.

If you have any questions regarding the above, please feel free to contact us.

Happy Holidays!!!

Sincerely,

Naomi K Bowen

Naomi K. Bowen
Vice-President

NKB/jb
enclosures

The CHAIRMAN. Well, Mr. Danko, do you believe that your statements today are unique or do you believe these problems are widespread?

Mr. DANKO. They are widespread, sir. They may be less in some areas but I would say they are widespread.

The CHAIRMAN. What causes these problems, and why do the working people have to go through this, in your opinion?

Mr. DANKO. My opinion is that during the years that have elapsed, the union officials have forgotten what their purpose is. We do not work for them; they work for us. This is their primary function. They are a hiring hall, and if a man comes in there with a boilermakers book, it should be no problem if they have work whether he is out of one local or another local. If this man is a qualified boilermaker and there is work in that union hall, he should be sent on this job. I believe that over the years, like I said, the unions have gotten greedy. They have even in some cases, where some of the officials may object to certain things that are going on, they are not within their power to change it.

It has gradually gotten worse and worse and I would say that if the present trend continues for the next 5 years, there will be no such thing as a union. There may be a central hiring hall, where it won't make any difference whether you are a boilermaker, an ironworker, a steamfitter, or what your trade may be, you will hire out of that same hall, you will have a set wage, and you will work 40 hours before you get any time and a half.

The CHAIRMAN. And it won't make any difference what your skills are or your abilities or anything else, and you're saying that should make a difference.

Mr. DANKO. No, I'm saying that it will come to that eventually, and they are not going to be in any position that they are going to say, "Well, we are going to bargain collectively for our wages. We are a higher skilled craft than you are." It's going to come to the point where that isn't going to make any difference, unless there is a drastic change made.

Eighty percent of the problems, I would say, that have happened now as far as unemployment goes in this country, the unions have done it to themselves. They have forgotten that the working man is the man that does the job and is the man that should be given the inalienable rights that he has been granted. He should not be cheated, and they have done this. They have cheated every many for the years and years that he had worked.

The CHAIRMAN. You are saying some of these people.

Mr. DANKO. Right. No, it doesn't apply to all of them.

The CHAIRMAN. No, it sure doesn't.

You know, I learned a trade as a young man myself, and it was—I was very proud to work at it, and my father taught me my trade. He told me, "Orrin, you always give an honest day's work for an honest day's pay," so I really worked hard. I hate to tell you, but there were many times where I think truly sincere fellow journeymen—I ultimately went through the apprenticeship program and became a journeyman—but truly sincere journeymen would come up to me and say, "Hey, kid, slow down, because you're taking work out of the hands of other journeymen when you work so fast and get this stuff done," and I was pretty fast. I was good.

Mr. DANKO. Well, this has happened to me.

The CHAIRMAN. If I say so myself, I was a darn good journeyman and I am proud of that. I can remember how I felt at the time. I thought, "Well, heck, if you slow down and you don't give the best that you can, our work is going to cost so much that you won't have any work," and I said that to a few of them and they got kind of mad at me.

Today my trade no longer exists because we priced ourselves out of the marketplace. You just can't—it was not just the workers. It was because it was a very skilled trade. We used very expensive materials but, on the other hand, had we worked harder I personally believe that trade would exist today and I think that construction would be better off today with the lathing and plastering trades, you see. To this day I can still put up lath, and I think with the best, and I'm darned proud of it and I've done it. My father still does it at 80 years of age. He does it for friends, but he can still handle those tools and he is still proud of it, but the trade is gone and it's a shame, really.

Mr. DANKO. Yes.

The CHAIRMAN. I think what you are saying has some merit, and I think you are saying there are a lot of good, honest union leaders, too——

Mr. DANKO. Oh, definitely.

The CHAIRMAN [continuing]. Who really are working for the workers, who really are trying to help improve the quality of life and their quality of work experience.

Mr. DANKO. Fifteen years ago I made the statement that they were going to price themselves out of existence. There is no man, not me, not this gentleman here, that is worth $20 or $25 an hour, no way.

The CHAIRMAN. Well, unless he is producing enough to justify that. You are saying under present production standards.

Mr. DANKO. There has to be a stopping point. The higher the wages, the higher the inflation. The one does not merit the other. There has to be a point of leveling off. I feel—well, I made more money when I was getting $5 an hour than I am right now.

The CHAIRMAN. I see. Well, I appreciate having you here and appreciate listening to the things that you have said.

Let me turn to you, Mr. Hull. I wonder if you would just give us a brief background of your experience as a boilermaker?

STATEMENT OF THEODORE HULL, A BOILERMAKER FROM LOCAL 744, CLEVELAND, OH

Mr. HULL. I have been a boilermaker for about a little over 12 years. I got my training at Riley Stoker in Erie, PA. It's a boiler shop which is under the International. I joined the union on March 22, 1972, and on May 18, 1972, I was given my mechanic's book, which makes me a journeyman.

The CHAIRMAN. I see. Now you work out of local 744 in Cleveland, OH.

Mr. HULL. No, this was local 151 out of Erie, PA.

The CHAIRMAN. I see. Where are you working now?

Mr. HULL. Local 744, Cleveland, OH——

The **Chairman**. OK.

Mr. **Hull**. Local 151 is in Cleveland's jurisdiction.

The **Chairman**. Now you have indicated that you first got your mechanic's card from Boilermaker Local 151 in Erie, PA in 1972.

Mr. **Hull**. Right.

The **Chairman**. OK. We will enter a copy of that card as Hull Exhibit No. 1.

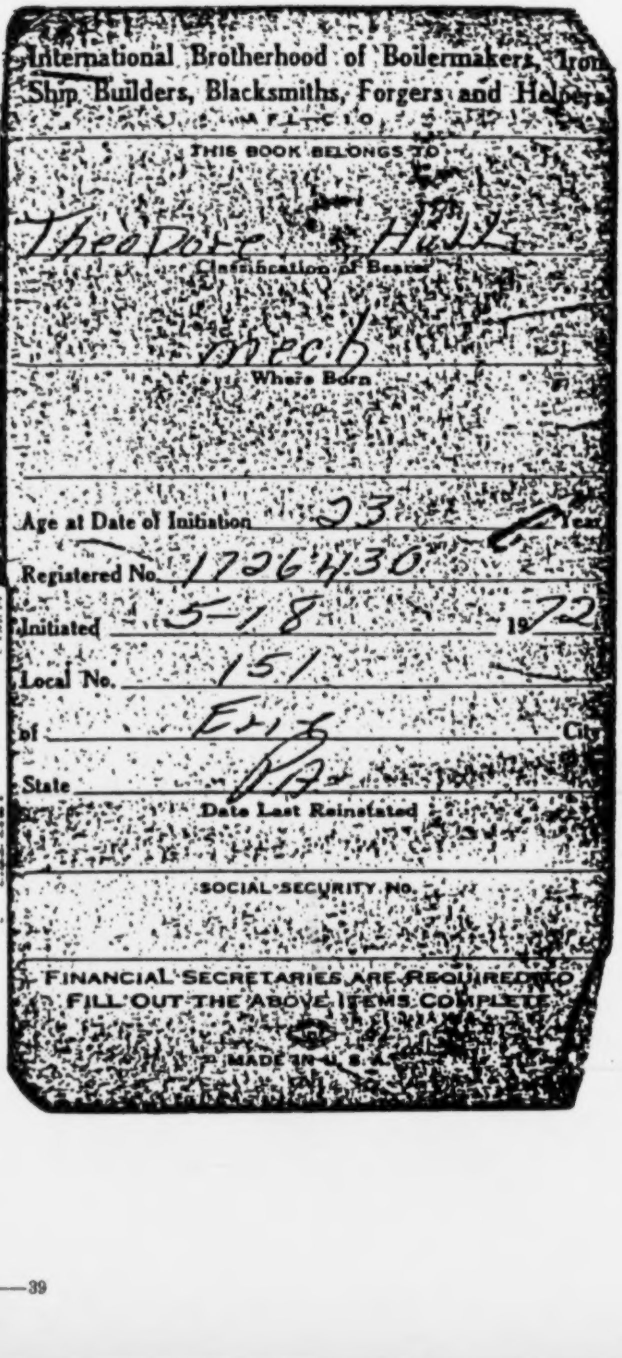
Are you a certified welder?

Mr. **Hull**. Yes; I am.

The **Chairman**. Let me place your certificates in the record as Hull documents No. 2, 3, and 4.

[Hull Exhibits Nos. 1, 2, 3, and 4 follows:]

Hull Exhibit No. 1



International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers
A F L – C I O

THIS BOOK BELONGS TO

Theodore Hull

Classification of Bearer

mech

Where Born

Age at Date of Initiation 23 Year

Registered No. 1726430

Initiated 5-18 1972

Local No. 151

of Erie City

State PA

Date Last Reinstated

SOCIAL SECURITY No.

FINANCIAL SECRETARIES ARE REQUIRED TO
FILL OUT THE ABOVE ITEMS COMPLETE

MADE IN U. S. A.

Hull Exhibit No. 2

RILEY Stoker Corporation
ERIE PLANT
ERIE, PENNSYLVANIA 16512
STEAM GENERATING EQUIPMENT

WELDING PROCESS USAGE RECORD

From: 4/20/75 To: 7/13/75

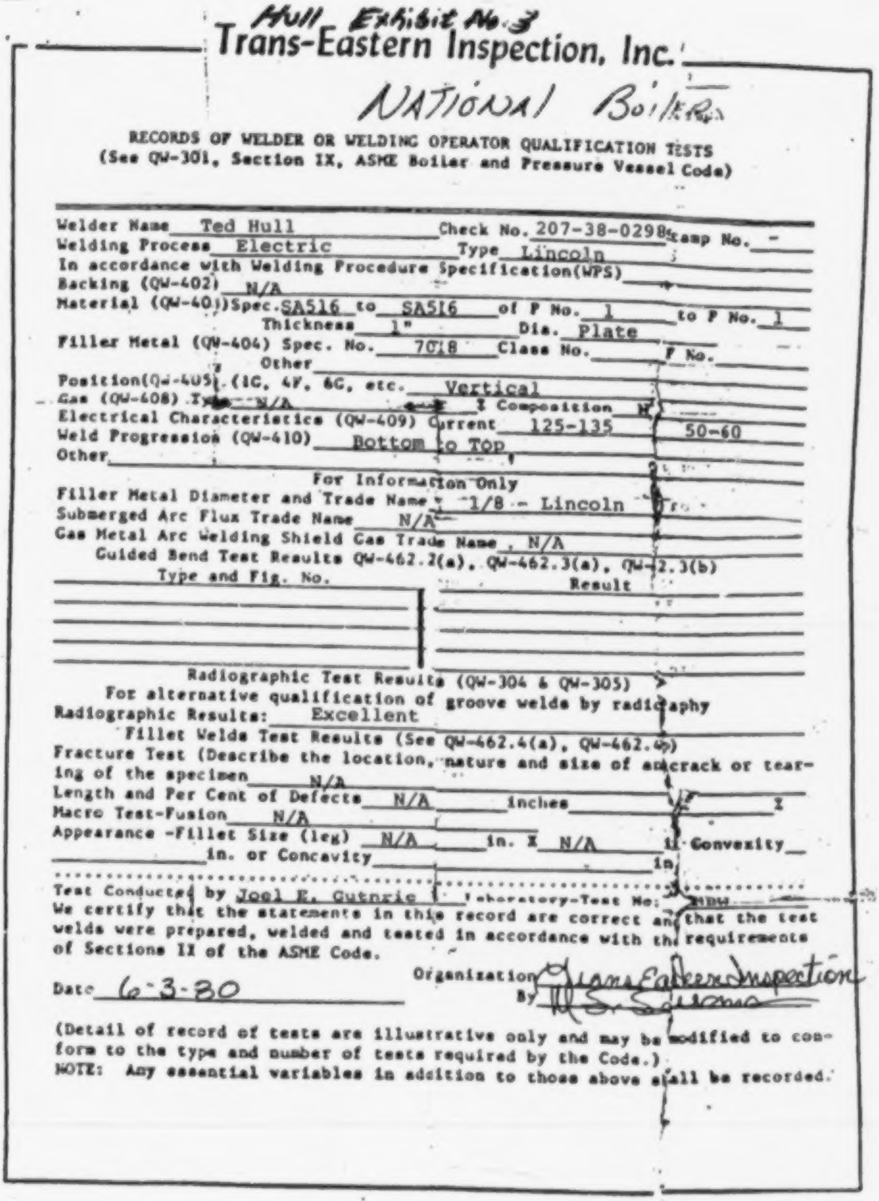
Name: HULL, T.
Clock #: 995
Dept.: 062
Shift: 1ST
Stamp: JA
Qualifications:

Process	Position	F-Group	Size	Thickness
MA	5G	4	All	C
MA	5G	4	All	A
MA	3G	5	All	A
MA	3G	43	All	A
GTA	3G	6	All	A
GTA	3G	5	All	A
GTA	3G	43	All	A

		1	2	3	4	5	6	7	8	9	10	11	12	X
MA	F4	X		X		X	X	X			X	X		
	F5		X		X				X				X	
	F6		X	X					X	X			X	
	F43		X		X					/		X		
GTA	F4		X		X	X	X	X	X				X	
	F5			X										
	F6	X			X							X		
	F43			X									/	
GMA		X	X			X	X	X	X	X	X	X		
SA			X		X						X		X	
GMAFC		X			X							X	X	

"X" column indicates week in previous ninety days that particular process was last used.

ALL QUOTATIONS, AGREEMENTS AND COMMITMENTS ARE SUBJECT TO THE APPROVAL OF AN EXECUTIVE OFFICER OF THE COMPANY AT WORCESTER, MASSACHUSETTS



Hull Exhibit No. 3

Trans-Eastern Inspection, Inc.

NATIONAL Boiler

RECORDS OF WELDER OR WELDING OPERATOR QUALIFICATION TESTS
(See QW-301, Section IX, ASME Boiler and Pressure Vessel Code)

Welder Name Ted Hull Check No. 207-38-0298 Stamp No. -
Welding Process Electric Type Lincoln
In accordance with Welding Procedure Specification(WPS)
Backing (QW-402) N/A
Material (QW-403)Spec. SA516 to SA516 of P No. 1 to P No. 1
Thickness 1" Dia. Plate
Filler Metal (QW-404) Spec. No. 7018 Class No. F No.
Other
Position(QW-405) (1G, 4F, 6G, etc. Vertical
Gas (QW-408) Type N/A % Composition N
Electrical Characteristics (QW-409) Current 125-135 50-60
Weld Progression (QW-410) Bottom to Top
Other

For Information Only
Filler Metal Diameter and Trade Name 1/8 - Lincoln
Submerged Arc Flux Trade Name N/A
Gas Metal Arc Welding Shield Gas Trade Name N/A
Guided Bend Test Results QW-462.2(a), QW-462.3(a), QW-462.3(b)

Type and Fig. No.	Result

Radiographic Test Results (QW-304 & QW-305)
For alternative qualification of groove welds by radiography
Radiographic Results: Excellent
Fillet Welds Test Results (See QW-462.4(a), QW-462.4(b))
Fracture Test (Describe the location, nature and size of any crack or tearing of the specimen N/A
Length and Per Cent of Defects N/A inches %
Macro Test-Fusion N/A
Appearance -Fillet Size (leg) N/A in. X N/A in. Convexity
in. or Concavity in.

Test Conducted by Joel E. Guthrie Laboratory-Test No: NDW
We certify that the statements in this record are correct and that the test welds were prepared, welded and tested in accordance with the requirements of Sections IX of the ASME Code.

Organization Trans Eastern Inspection
By
Date 6-3-80

(Detail of record of tests are illustrative only and may be modified to conform to the type and number of tests required by the Code.)
NOTE: Any essential variables in addition to those above shall be recorded.

Hull Exhibit No. 5

PHONE - 814 - 455-9041

UNITED-ATKINSON INC.

Engineers • Constructors

301 WEST 12TH STREET • ERIE, PENNSYLVANIA 16512

October 25, 1983

BOILERMAKER LOCAL UNION #7
196 Orchard Park Road
West Seneca, New York 14224

Attn: John Berry, BA

Re: Ted Hull

Dear John:

To confirm our record of Ted Hull's qualification as a welder, be advised that our Company administered a Welder Qualification Test of Mr. Hull on August 5, 1982 which was acceptable by X-ray examination.

Procedure was V groove of 2-1/2" Sched. 80, SA213, in 6G position, tig welded root pass, SMAW filler and cover passes.

We are pleased to be able to recommend Mr. Hull for employment as a qualified welder.

Very truly yours,

UNITED-ATKINSON INC.

HDCampbell
Harold D. Campbell
Vice President

r

CC: T. Hull ✓

The CHAIRMAN. Were you ever referred to a nuclear powerplant?

Mr. HULL. Yes; I have been, on two occasions.

The CHAIRMAN. And that's Perry nuclear plant near Cleveland?

Mr. HULL. Yes; it is.

The CHAIRMAN. That was in 1979?

Mr. HULL. In 1979 and also this January 1984.

The CHAIRMAN. I see. Were you referred there both times by local 744?

Mr. HULL. Yes; I was. The first time I was told I was going to be a mechanic, by the hall; the second time I was told I was going to be a welder, by the hall.

The CHAIRMAN. I see. Were you required to take a welding test at the Perry plant?

Mr. HULL. Yes, sir, in January 1984.

The CHAIRMAN. As I understand it, you were laid off there in 1980.

Mr. HULL. Yes, I was.

The CHAIRMAN. OK. Who administered the welding test at Perry?

Mr. HULL. Newport News. It was a——

The CHAIRMAN. That's Newport News Steel Co?

Mr. HULL. It was the company I was working for.

The CHAIRMAN. Did you notice any irregularities in the welding test——

Mr. HULL. Yes; I have.

The CHAIRMAN. Could you explain that to us?

Mr. HULL. Well, they had six booths where you would walk in and take your tests, and at no time other than coming in just to see if you had the proper gap was that instructor ever around. He was usually out on the job, so you could have taken that plate, put it back down on the table, and you could have welded it flat or done anything. Another guy could have walked into your booth and done the weld.

The particular person that was right next to me was a local man, and he was coming over to me all the time saying, "Well, how would you do this? How would you do that? What's the best way of doing this?" I know the man because on all the jobs I've ever seen him on, he has either been a steward or a foreman. He has never been a welder, and suddenly he is taking a welding test, and the next thing you know, he passed and was working on 7-day, 12-hour shifts.

The CHAIRMAN. I see. Were you give the same time to pass the welding test as a referral——

Mr. HULL. I wasn't. I was told——

The CHAIRMAN. What do you mean by that?

Mr. HULL. I was told by the general foreman, a Mr. Dulea, to hurry up and get the job done. He says, "You're going on production as soon as you get done," so I ended up doing my test in one day where everybody else had a week, and they were never pressured to do it quicker.

The CHAIRMAN. I see. Some 10 employers interviewed by the General Accounting Office told the GAO—and I think this is very significant—that the union has no influence over the test which is administered by the companies. Do you think that's true?

Mr. HULL. I think the union has a lot to do with it, because this particular general foreman, he got his job from buying a house from the BA. He bought the BA's home, so if the union hall said anything to the man he would be more apt to do what the BA said.

The CHAIRMAN. Well, you have indicated that the local men had an advantage with regard to the tests.

Mr. HULL. Right.

The CHAIRMAN. Why would they have that advantage if the union had no influence on the tests?

Mr. HULL. Well, they want to get all their own local people working. If you don't pass the test, you're out of a job.

The CHAIRMAN. OK. You're saying the union, then, had influence on the tests even though these 10 companies said that they didn't?

Mr. HULL. Oh, yes. I strongly believe they do.

The CHAIRMAN. Why do you think these companies are saying that, then? Why would they differ with the——

Mr. HULL. Just to make it easier, so they don't have union problems that they don't want.

The CHAIRMAN. You think that's the reason?

Mr. HULL. Right.

The CHAIRMAN. These three local men you were tested with that you mentioned before, were they qualified welders? You mentioned you didn't think the one was, who was a foreman, and——

Mr. HULL. One of the other ones, I looked at his overhead and it was very poorly done. I even mentioned to him, I said, "You better do another test because that's never going to pass," and to my surprise it did pass.

The CHAIRMAN. What was his name?

Mr. HULL. Offhand, I don't remember his name.

The CHAIRMAN. OK. What was the name of the man who kept asking you questions about how to do——

Mr. HULL. Tom Hunn.

The CHAIRMAN. His name was Tom Hunt?

Mr. HULL. Tom Hunn.

The CHAIRMAN. Did all three of these local men pass the test?

Mr. HULL. Yes, they did.

The CHAIRMAN. Was the testing carefully supervised?

Mr. HULL. No.

The CHAIRMAN. You indicated nobody was really there.

Mr. HULL. Nobody was ever there, other than coming in once in a great while.

The CHAIRMAN. Was there anybody there from the Nuclear Regulatory Commission?

Mr. HULL. No——

The CHAIRMAN. Never?

Mr. HULL. Never.

The CHAIRMAN. Well, where were they? Do you know? You don't know?

Mr. HULL. I don't know.

The CHAIRMAN. Where was the welding supervisor who was supposed to——

Mr. HULL. He was in there like maybe 15 minutes. Then he would be gone for most of the day, come back in the afternoon for 15 minutes, and then be gone.

The **Chairman**. So it was possible, then, for somebody to take the test or even to do——

Mr. **Hull**. Oh, I know for a fact that they were told that if the test didn't look right, do another one. I was even told that: "If you do a test and you don't like the looks of it, do another one."

The **Chairman**. What about the overhead welds? Would it be possible to do that——

Mr. **Hull**. Oh, any position you wanted to do them in.

The **Chairman**. So you didn't necessarily have to do it overhead——

Mr. **Hull**. No.

The **Chairman** [continuing]. Which is a tougher weld. Is that right?

Mr. **Hull**. It is. Plus the fact that we weren't allowed to use grinders, and in a couple of booths I could hear grinders going constantly.

The **Chairman**. Well, after you passed the welding test last January, where were you sent at this Perry plant?

Mr. **Hull**. I was put down in the——

The **Chairman**. I'm talking about the Perry plant, now, the nuclear plant.

Mr. **Hull**. Right. I was sent down in the bottom of the reactor room. The first couple of hours we moved scaffolding, and then after that I sat around all day with the rest of the crew. We didn't do anything. In fact, for the next couple of days we did nothing.

The **Chairman**. Was the pusher's name Mr. Steed?

Mr. **Hull**. "Swede" Hansen.

The **Chairman**. "Swede" Hansen, and he was from local 744?

Mr. **Hull**. Yes, he was.

The **Chairman**. You are saying he sent you down to the reactor containment vessel?

Mr. **Hull**. Right.

The **Chairman**. OK, and then you moved scaffolding for a few hours the first day——

Mr. **Hull**. For a few hours, right.

The **Chairman** [continuing]. And then did nothing——

Mr. **Hull**. Well, he was with us when we moved the scaffolding, and then when we went down below he didn't go down. We just hid. He told us to hide around down there.

The **Chairman**. OK. How long did you "hide around" down there?

Mr. **Hull**. The next 3 days.

The **Chairman**. You didn't do any work?

Mr. **Hull**. No work at all, except for once in a while they would pull one or two guys to do an odd job here and there.

The **Chairman**. Are you saying that this project was featherbedded with an excessive——

Mr. **Hull**. Oh, definitely. I even heard rumors they wanted to load up the crew just in case they got a particular job, so they would have the men there.

The **Chairman**. Why would a contractor allow featherbedding?

Mr. **Hull**. Well, the more men they can put on the job, the more money they make.

The **Chairman**. Why is that?

Mr. HULL. "Cost plus," they've got that "cost plus" agreement thing.

The CHAIRMAN. During the week you were sitting in the reactor containment vessel and not working, what did you do to pass the time?

Mr. HULL. Well, a lot of guys were sleeping, and a lot of guys were just walking around. You know, it was my first time down there so I was just checking out the welds. A lot of guys were smoking marijuana, and I've seen drinking down there.

The CHAIRMAN. Now I understand these persons were not welding at the time——

Mr. HULL. No, no welding.

The CHAIRMAN [continuing]. But have you ever witnessed persons actually welding when they were under the influence of dope or alcchol?

Mr. HULL. Yes, I have.

The CHAIRMAN. Could you give us some instances?

Mr. HULL. Well, in 1983 I was on a job up at Hammermill, PA, and a man come on——

The CHAIRMAN. Is that the Hammermill Paper Co.?

Mr. HULL. Right.

The CHAIRMAN. That's in Erie?

Mr. HULL. That's in Erie, PA. A man came on the job that was obviously drunk and should have been sent home, but he wasn't. His name was Jack Crawford, and he was welding with me and he was doing the overheads on the tubes, and he was so drunk he just couldn't handle the job and he blew a big hole in the bottom of the tube. Finally the foreman told him to go sleep it off. He did not get fired. They just said, "Go in some corner and sleep it off."

The CHAIRMAN. Now, Mr. Hull, I understand that despite your extensive experience and your certification as a heliarc welder, you have encountered considerable problems in getting referrals out of local 744 in the last 5 years. Am I correct on that?

Mr. HULL. Very correct.

The CHAIRMAN. Why would you say this has happened?

Mr. HULL. 1980. Well, in 1980 I filed the lawsuit against the local for laying me off on a job while they kept a permit man on the job. This particular permit man was the steward's son who just got out of the Navy, and they laid me off because the general foreman, which happened to be George Atwood, did not like me. His grounds for laying me off was because I worked through my lunch welding a barbeque grill for him, even after he told me to do it that morning. He still laid me off.

The CHAIRMAN. I see. Have you ever asked about joining the local? Maybe that——

Mr. HULL. Yes, I have, on numerous occasions. In May 1979 I asked to join the local, go through their apprentice program, when it was listed on the board, and Larry McManaman told me I was too old. At that time I was 29 years old, and he told me that the cutoff was 26 and I could not join the apprentice program.

The CHAIRMAN. Even though you were a qualified welder.

Mr. HULL. Right. He would not——

The CHAIRMAN. You were willing to go through the apprentice program to join the local.

Mr. HULL. Right. I asked him if I could join it. It was on the board, and he said I was too old. Then on another occasion I asked him and he told me that I missed it just by a couple of days, yet I have found incidents where he has called people up and told them to come down and join.

The CHAIRMAN. I see. How did you first get in trouble with the officials of the local?

Mr. HULL. I think it was a lime plant I was at, for Cicerillo, in 1979. I got what is called lime poisoning from breathing lime. We were removing some ductwork, and I had to take a week off, by doctor's orders. I had lime poisoning and I could barely even breathe. In fact, they almost put me in the hospital and put a tube in my throat.

I told the foreman, which was Chris Licherelli, who is from my home town, I ask him to explain it to the erectors so I wouldn't get in trouble. Well, I found out a couple of weeks later that nothing was said and, in fact, Larry McManaman asked me why I quit the job. I told him I didn't quit.

The CHAIRMAN. Now you have provided us extensive documentation on your attempts to secure work after that. Let me just place these documents in the record as Hull exhibits Nos. 5 through 9.

[Hull Exhibits Nos. 5 through 9 follow:]

Hull Exhibit No 5

MAY 21, 1984

Theodore I Hull

Vs.

International Brotherhood of Shipbuilders, Blacksmiths,
Forgers and Helpers, Local No. 744

(Planet Construction Co.)

I, Theodore I Hull allege that Local 744, Larry McManaman, assistant buisness Agent, did willfully and knowningly coerce in keeping me from acheiving the hours that they knew I would eventunlly need to stay in this trade. By the Internationals and the Local standards, they now make it impossible for me to earn a living for myself and my family.

From the time they worked me for the first time in the field, until recently I have always been considered a qualified boilermaker, with almost 7 years experience at a Boiler shop, Riley Stoker, in Erie, Pa. Even the International considered us qualified boilermakers, and allowed me to obtain a Travel Card as a journeyman in August 1978. I did present the card to the Local when I first went to work for them, but they said they did not need it. I had well over 14,000 hours at the shop doing Boiler related jobs, mostly welding and fitting, which is all we really do in the field anyhow.

I believe that Local 744 did conspire to keep me from optaining my needed hours. I realize any shop experience or time worked in a shop, do not count towards our pension, but this experience should count atleast towards some experience in the field. They excepted this experience in 1978 when I first came out, good enough that I did work steady for the first 1½ years. After a lawsuit I had put against them, Local 744, in the early months in 1980, for laying me off a job ahead of a man who had far less experience at that time. I eventually dropped that case because I was promised , by Larry Mc Manaman that they would treat me fairly and work me equally. They kept that promise, from what I have seen and experienced, for approximately 7 months, or the statue of limitations of the lawsuit. From that seven months until present, I have worked only 2528.55 hours, or if these hours were put into regular 40 hour weeks, I would of only worked 63 weeks, or alittle over one year. Take these 2528.55 hours and divide them by the 4 years since then, and I only worked an average of 631.39 hours per year or about 15 weeks out of each year. Even with what unemploywould give me, I would still fall atleast 10 weeks each years short earning a living. Of course, you must also work so many weeks each year to even be able to get unemployment.

Since February 27, 1981, when I had over 4,012 hours, plus my shop experience, the Local only gave me 1,361.55 hours in over three (3) years time, even though I kept calling and going there much more than alot of other men that I could mention. This averages out between the 3 years as 453.85 hours per year. I'm sure if records could be checked, you'd find relatives or friends of their's, that far exceeded this, and do not have either the experience or a Union book.

I have not tried to make any trouble since my last suit, trying to prove that the past is the past, and that I can do good jobs for this local. Since their area of jurisdiction covers my home town, I surely try my best. I have never been fired off a job, records could show I missed hardly no job they put me on, or time on the job. And in almost 6 years working for them, I was hardly ever late. I also never drank or took drugs while on any job, which is alot more than I could say for others.

During my almost 6 years working for Cleveland, Local 744, or 6,133.80 hours that they worked me, I was cerified as a welder with most companies, and as a heli-arc welder with some. I'am presently cerified with United Atkinson, here in Erie, PA, as a pressure tube welder, heli-arc. This alone should qualify me as a

T.J.H.

Qualified Boilermaker. I know many permit men and even some Union men, that spent their last 4 or 5 years, some even longer, at Perry Nuclear Power Plant, have made their required hours, but know nothing of the boiler trade. I spent almost all my hours on Boiler related projects, I'am much more qualified, job skill, than most who have been at that Nuclear Power Plant. I have also paid dues for 13 years to my Local 151, and continue to pay dues when I'm layed off, a Permit Man does not.'

Years in the Boilermaker International should mean something to these people, as they have taken my dues all these years, but now are trying to force us out, so that their friends and relatives can earn a living.

I also wonder how they can say I'am not a qualified Boilermaker now, when at three different occasions, I worked a the Foreman on three jobs, and was paid as such, and this had to be approved by someone at the Union Hall.

I also believe, that the way they change their referral rules when ever they feel like it, should be stopped. This most recent change, was never told to us until it was too late for us to do something about it. We had no voice or vote in it. We were not informed of it coming about, and since it affected my living, I should of had a say in it, along with many others that it affected.

I also, during my almost 6 years have never been told where I was on any sign up sheet, even when I asked. I was never given a number or position. There were times recently, where I actually believe the blank sheet of paper I may of signed on, was just ripped out of the notebook and thrown away. When you sign up after the hall had been open for hours, and they have you sign a blank sheet, whereby your the only name on it, and you see people leave before you even went in, it does make you wonder.

I also know for a fact, of members even from my Local 151, that during the last few years, they hardly ever went to the hall to sign up, they just called. Many times I know of some members who were signed up in Clev. but another man who was not, went on a job ahead of that man that was signed up. I seen this for myself, and will testify to it under oath. I also know manytimes when men would jump from one job to another, and not even go in and sign up, and they had their 80 hour requirement., while other men where sitting at home waiting for a call.

On September 13, 1983, without ever signing up at the hall, or even calling them, after I got off a job here in Erie, PA for United Atkinson, which lasted longer then the 80 hours, Larry Mc Manaman called me and told me to go to Niles, Ohio for a short job. This job gave to me 25 hours into my next 80 hour requirement. This meant that I should of been at the top of the out of work list.

Called Clev. Ohi Local 744 on 9-23-83, was told there was no work availble. Remined George that I should be at the top because of getting only 25 hours on my last job. George did agree.

Called Clev. Ohio Local 744 on 10-1-83, was told still no work availble. Was also told by George that I do not have to call all the time, they'd call us when work came up.

Went to Clev. Ohio Local 744 to sign up in person. 10-6-83. Ken Mc Clelland went with me.

Called Clev. Ohio Local 744 on 10-17-83, told by George still no work. Mentioned that I should get something soon because I was at top of list.

Went to Clev. Ohio. Local 744 on 10-25-83, with Ken Mc Clelland, to sign up again. Larry made reference to both of us that the 8,000 hour rule was in effect that we are now on a "B" list for out of workers. I mentioned at this point, that if I'am now going on a "B" list, then I must of been on a Primary list, and if thats the case, why haven't I been put out to work? No answer was given to me. I asked were I was then on this

F.J.M.

new "B" list then, and still was not given an answer. No number or location was ever given to me. As far as I knew, I now could be at the bottom of that list. Also with this statment Larry made, if I had been on this Primary List all thes years, than I know darn well I have been purposely held back. Union men from out of Clev. jurisdiction had been working alot more steadier then I ever were.

Called Clev. Ohio Local 744 on 11-5-83, told still no work by George. Asked where I was on out of work list. No anwer was given to me, except to tell me how slow they were, the worse in years.

Called Clev. Local 744 on 11-18-83, talked with George He told me they were really slow, Told George my unemployment was getting down to about 6 or 7 weeks and I would appreciate anything, even Avon Lake, which was going at that point, and was to last until Oct 1984. Also mentioned why haven't I been put out if I was at the top of the list. No answer was given.

On November 21, 1983, Ken Mc Clelland was put to work at 72nd street for Planet Const. Co, I was not. On this job was a permit man named Mark Parson, who only had 1½ years experience in the trade and field. He did not even know how to light a torch or burn, or weld. Ken told me he was told by his foreman to **** show this man how to do these things, inwhich he did. The Union Hall, I do believe, discriminated against me, by putting this less experience man to work ahaed of me. This man was on a job that gave him in excess of 280 hours which were more hours than what Clev. Local had been giving me over the same period of time. From Sept 15, 1983 until the present time, I only received 451 hours. in 8 months.

Called Clev. Ohio Local 744 on 11-22-83. Talked with Larry. He told me that they were really slow, that unless Hammermill blows up, I may not get any work. I mentioned that I'd go to Avon Lake. He told me that I would not like it there, as there were getting only 3 or 4 days a week. I told him thats better than none at all. I also told him my unemployment was getting low. He would not send me to Avon Lake.

Called Clev. Ohio Local 744 on 11-26-83, talked with George. Was hotter then hell, but did not mention why. Asked where I was on the out of work list? Was not given an answer at all. Told George that something had better come about, it's been over 2 months since the last job.

11-29-83 Received a call from George. Told me to go to General Electric in Erie, PA for Paasch Marine. Dick Kennedy was foreman on the job. Dick Kennedy had his 8,000 hours out of Clev, and was still on the Primary List, yet he told me he was also layed off and was signed up for work. By all rights, he should of been called long before that permit man or even Ken Mc Clelland. This job lasted 2 days and gave me 30 hours. With the 25 I had and this 30, I now had 55 hours, still should be at top of the list.
Dick Kennedy called the hall, was told they'd call us if anything came up.

Called Clev. Ohio. Local 744 on 12-10-83. Told still no work. Asked about Avon Lake or even Conesville, Ohio, I'd go either place. No answer was given.

Called Clev. Ohio Local 744 on 12-17-83. Told no work by George. Told also again that I didn't have to call all the time, they'd call me if anything came up.

Called Clev. Ohio. Local 744 on 12-24-83. Told no work by George. Told me again that I did not have to call all the time. I told him that I didn't want them to forget about me.

Called Clev. Ohio Local 744 on 12-31-83. Told still no work.
Called Clev. Ohio Local 744 on 1-4-84. Told no work.

1-5-84 Larry called me, just before 11:am and told me to be at Hammermill in Erie, PA for United Atkinson. This job was 1 day 24 hours straight, which equalled 35 pay hours. Added to the 55 I already had, I had over the 80 nessessary to require you to sign up at the Union Hall. Foreman called the hall, and was told that the hall would get ahold of us when something came up.

T.J.R.

Called Clev. Ohio Local 744 on 1-14-84, talked with Larry, told no work available. No mentioning to me that I had to re-sign up.

Larry called me around noon on January 14, 1984, told me to go to Perry, Ohio for Newport News on 1-16-84.

I had a conversation with my wife that evening. It did seem awful funny that since my last law-suit, which had to do with Perry, Ohio, it took 4 years almost to the day, since they decided to put me back there. I also realilized, that if I failed the welding test which they give, then the Union Hall would not be blamed for me being laid-off for so long.

On 1-16-84 I drove to Perry, Ohio for my first day with Newport News. Hired that day was 8 men, four to be welders, and the others to be mechanic's. Only 2 of us were sure enough to pass any test, myself and Mark Dombroski(I believe his last name was.) The Union Steward had to re-call the hall to see who the other 2 welders were suppose to be. While this was going on, I and Mark went into the welding area. I started my test on Tuesday, and by Wednesday at noon was done and had passed all three. On Tuesday, the other two men who were to take the test, came into the weld area. Both of these men were very unsure of themselves. All three of them spent the next 4 days in the weld area, twice as long as it took me. Also, while I was taking the test, the General Foreman, did tell me to hurry up atleast 2 times, he made mention that I would be going on overtime like the welders that were on production. After my papers were okayed, I was never put on any overtime, instead, was put with the Iron Workers in a crew which needed no welding skill at all. The other 3 welders eventually were put welding on actual jobs doing welding most of the time.

On 1-30-84 the welders were taken over to have their pictures put on a badge, during this time, the man who works for Newport News in Supervision, told us that the welders would be here atleast 18 months. I felt very good at this point.

On 2-3-84, just 4 days later, they laid-off 8 men, 7 were mechanic's and just one(1) welder, and that was me. I asked why me? No answer was given to me. I considered myself alot better at welding than the other three. I was told the Union hall made out the Lay-off list, by the Steward.

Called Clev. Ohio Local 744, I was very angry. Talked with Larry, told me I must come up and sign up, I had my 80 hours in. I said okay, then asked him why was I the only welder to get laid-off, when I considered myself the better welder the us all? Larry told me he had no control over that, that the General Foremen made out the list. Someone was lying. In 6 years working I have always heard that the hall picks the men for a lay-off.

**** Also, I would be very interested in finding out if those other three welders are still up there getting hours, and also if they hired anyone else within 90 days of when I was laid-off and gave them a welding test. If they did, then they discriminated against me also here. I'am cerified with that company for 90 days, and I should be by all rights put back if a welder is called for.

Larry called me around 3 P.M. on 2-4-84. Told me to never mind coming in to sign up, to report to Hammermill for United Atkinson in Erie, PA at 8P.M. that same day. Even though I appreciate what he did at this point, I should of by rights, had to sign up. Someone else should of been called, that had been sitting. By putting me on this job which lasted only 8 days, I may of missed an even bigger job. This job was not considered an emergency job, it had been going for 4 days

2-14-84 Called Clev. Ohio Local 744, told them I was laid-off, and was told to come up and sign book.

WHEN I WAS LAID-OFF, ANOTHER MAN STAYED ON THE JOB W... STARTED THE SAME DAY AS ME, I WAS CERTIFIED WITH U.A. HE WAS NOT. ALSO, ONE MAN FAILED HIS WELD TEST 2 TIMES BEFORE HE PASSED. ISA[illegible] MILES

Went to Clev. Ohio Local 744 on 2-15-84. Drove up there with Earl Tharp (Local 151). George wanted to see hour slip. Did not have one up to date, only had one that was 2 year old and only had alittle over 4,000 hours on it. Earl Tharp had proof he had close to or over 14,000 hours. Earl had told me that he sat for almost 8 months last year, and Clev. would not work him, even though he called and signed up. Also, Earl was put to work right away, and from what I can find out, is still working.

I was told, by Larry also at this time, that since I can not prove I have 8,000 hours in the field, by Clev. that I'am on a " B " list. (Once again he said this, as if I had always been on a Primary List. If I had, then they have purposely held me from getting my 8,000 hours out of Clev., which by all rights I should of gotten.

Called Clev. Ohio Local 744 on 2-18-84, told no work by Larry. Asked Larry how was I supposed to get hours if they wouldn't put me on any long jobs like Avon Lake? He told me again, I would not like it there.

Called Clev. Ohio Local 744 on 2-29-84. Told still no work.

On 3-2-84, found out from a friend of mine, that David Pasagna, was put at Avon Lake just very recently, and that he would be there until Sept or Oct 84. This man hadn't worked out of the hall in three years, just recently went up there and signed the book. I was not good enough for the job, but he was.

Called Clev. Ohio Local on 3-3-84. at 9:45A.M. Talked with Lou. Told no work.
Called Clev. Ohio Local 744 on 3-14-84. Talked with George, told no work.
Called Clev. Ohio Local 744 on 3-20-84. Told no work, asked where I was on the List, no answer was given, except on how slow they were.

On 3-26-84, Larry called me, told me to go to work at 10 AM on 3-27-84 for United Atkinson Was a one day job. 15 hours earned. This started me on my next 80 hours. Foreman told us the hall would call us if anything came up.

DEAN AND TOLD ME HE WAS SIGNED UP AT HIS HOME LOCAL IN PITTSBURGH. WHEN CHECKS WERE GIVEN OUT BY DON, I WAS THE ONLY ONE WHO HAD TO SHOW HIM MY HOURS, WHY?

4-2-84 George called me about 3:30 P.M., told me to go to Hammermill for United Atkinson at 8 A.M. on 4-3-84 (This is not considered an emergency job) Only 4 men on job. Don Fontagilo, Foreman-- Jack Crawford, bommer from out of Clev. Jurisdiction, A fellow named Dean from Pittsburgh. Both Jack and Dean, had just signed up or called the hall the day before this job, both were suposely had to be on the "B" list because they lived outside Clev. jurisdiction, even though they had the field hours. Both were put to work the day after either calling or signing up. It took me weeks to get any job, one day in this case for them.
The job lasted just the day, gave me 17 hours towards my 80 hours, and yet when Don called the Union Hall, each one of them had a job the next day already assigned to them, while I was to wait at home if they needed me. Also, I noticed that the three wereavoiding me, since that phone call. Jack Crawford and Dean both went to East Lake, while Don went to Frazer at Perry, Ohio. This was a different case of discrimination, but I still did not raise hell with the hall over it.

4-7-84 Larry called me, and told me to go to Hammermill for United Atkinson in Erie, PA at 8 AM. on 4-9-84. I asked Larry why I hadn't went to work after that last job and was told that unless an Emergency job comes up, or a job in Erie, I would not see much work.
All the men on this job had less than the required 8,000 hours.
Daryl Bush (Local151) Gary Jones (Local 151) Ken Mc Clelland (Local 151) and myself (Local 151). Darly Bush was made foreman by the hall. Job gave us 16 hours which added to the others gave me 31 hours towards my 80. Daryl told us the hall would call us if a job came up.

4-17-84 George called me at 8:10 A.M. and told me to get to Hammermill, Erie, PA for Paasch Marine. They made me the foreman, Ken Mc Clelland worked with me. Earned 12.5 hours. Was paid foreman wages. Total hours so far were 43.5

T. J. W.

After we got finished at the Labor Board, we decided to go to the Union hall and try to get a copy of the referral rules. While we were looking at them Bill joslin 151 member had walked to re-register. He had come in on his 14th day so that he would not lose his place on the list.

George told him his 14 days were up and he's have to go to bottom of list, with that Bill got very up-set and told him when he was in there last. George started looking around the office for his register sheet, but could not produce it. By this time, I had walked over to the cage, and George noticed that I was watching. Larry walked into the office about this time, and George gave Bill a blank tablet to sign his name on. George dated the top. There were no numbers on the pages were not numbered. Bill signed his name, Ken put his name on it, then I did. Also another man from 151 had walked in during this time, Sam Gail, and he signed the list. Mind you, the time was close to 10:45 A.M. the Union hall had been open for more than 2½ hours, but yet we were all the first ti sign up? As many times as I've been there early in the morni n, there are always alot of people showing up.

Kenny, Bill and I got into a lenghtly discussion with Larry over this referral system and how un-just it really is, since Larry really has control over the hours many of us have gotten. As a Union Represenitive, he should of made certain that the Union men atleaststayed equal with the permit man. In many cases, there are alot of permit men, who started in the field with no experience, but now have even more hours than I do, and in all likily hood, I probably started before them in the field.

Larry told us and I quote" That he did us a favor, by not starting this 8,000 hour rule until April 5, 1984, when the International wanted them to start it on September 1, 1983." That means then, either he lied to me months ago when he told me
**** the 8,000 hour rule was in effect, or he only used it towards certain individuals. Also, if that 8,000 hour rule back then meant I was on a " B" list, why now am"I on a " C " list? When I questioned Larry on this, he said"I was always on a " B " list and had never been considered on a Primary List." I would like very much to see if I should of been considered on a Primary List years ago when I had my 4,000 hours in.

I then asked Larry " If I have always been considered on a " B ", then why
**** have these 16 men from West Virginia, working ahead of me, and on longer j bs, wh n by all rights, I was signed u before them and for a longer period of time." h did not answer that at all.

Also, Larry told us that anyone found out to be signed on another list at another local, would be taken off the list there. This suits me fine, except, every one knows, that the men from West Virginia, Pittsburgh, and Buffalo, are all signed up at there home locals, and the B.A.'s all know it. This statement was more meant to scare us, or even use to remove our names from their list. About one year ago, I was told by Larry, that if your signed on another list, your to call that ~~test~~ and tell that B.A. that your working, and to take you off their list. Local

Since Nov 21, 1983 until Present 5-21-84 I have lost out on atleast $15,000 in pay and probably over 1,000 field hours + money in my pension. I would like this made up.
Each day I don't work, I lose 8 field hours and $149.44 in Pay.
J.H.

FORM NLRB-5168
(12-82)

County of Cuyahoga) SS
State of OHIO)

Hull Exhibit No. 6

AFFIDAVIT

I THEODORE I Hull, being first duly sworn upon my oath, hereby state as follows:

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 1258 EAST 37TH STREET ERIE, PA 16504

My telephone number is 455-5902

I (am) (was) employed by N/A

Located at

I am a member of Boilermakers Local 151, Erie Pa. I have been a member since March, 1972. I hold a Union Card w/ Local 151 - Registration No. 1 ~~[illegible]~~ T.I.H. 1726430. I am a Journeyman Boilermaker. I have 6,133 hours a Field Boilermaker. In late Jan. 1980 I filed an NLRB charge against Local 744, with Cleveland Region 8. I withdrew that charge after Larry McMenamin President called me and promised to work me. The Union referred me steadily for 7 or 8 months and then dropped me from referrals.

1

T.I.H.

FORM NLRB-5168 (12-82) CONTINUED

See attached my first set of notes which has to do with background.

See also attached my second outline dated May 21, 1984, which I will incorporate into and make a part of this affidavit.

My main allegations against Local 744 Cleveland, Ohio are enumerated below:

1. The Local Union purposely held me back from my 8,000 hours required to be on the Primary List. The Local had to know that the 8,000 hour rule was coming down sometime it was established at Local 744 in May 84. The 8,000hr rule was in effect in the Buffalo in Sept. 83. According to the attached column by Jack Anderson, the 8000 hr. rule was in effect in Pittsburg in 1982.

The Local held me from 8,000 hours by referring me to short-term jobs or not referring me at all. The Local referred others to long term jobs, and now one of those

J.

people have 8,000 hrs. and I do not. I have only worked 1300 hours since Feb. 81, in Cleveland.

For example in Nov. 83 Larry McManamon President told me that the only way I would go to work is if Hammersmith (Erie, Pa.) -6 hrs ago. (Has an emergency). If you were to check the record's you would probably find that Boilermakers with less experience were sent to the longer term jobs. I believe McManamon discriminates against me because I filed that NLRB Case. There are members from the Erie Local that have received very good jobs out of Local 744.

2. My second allegation has to do with my not being on the Primary List from the first day I went to the Field. If I had been on the Primary List I should had ~~all~~ at least over 12,000 hours in by now. You should work at least 2,000 hrs a year off the Primary List. The old regional list made no reference to "Field" in the 8,000 hr. requirement. I have a copy of the old Buffalo Local rules.

3 The Int'l is discriminating against Shop

Boilermakers by enacting this 8,000 hour field requirement.

3. Mark Parsons was a Permit man - not a Union member, but he is a 744 member's son. He was put on a job for Plunket Const at E. 72nd St, Cleveland in Nov. 21 or 22, 1983. Ken ~~[illegible]~~ R.A. McClelland told me that Parsons was working with him on that job. He told me that Parsons did not know how to light a torch, or weld. McClelland said he was told by the Foreman to show the kid what to do. While Parsons was working, I had been signed on the out-of work list since Sept. 83, I begged the Local for work and Parsons ~~still~~ was sent ahead of me. I was signed up and I called in every week to keep my name current. I should have been at the top of the list.

4. There was a one-day job in Erie, Pa, that I was referred to at United Atkinson. There were 2 men, who lived out of Cleveland's jurisdiction who were not signed up on the out-of-work sheet as long as I was

4 R.A.

and were given jobs which started the very next day, which were in Eastlake, Ohio. I only worked that one day 4-3-84 and was not referred again for 2 days. The two men were Jack Crawford and Dean ? from Pittsburgh. Because they lived out of the jurisdiction they should have been on the B List. At that time I was on the B List and should have been equal to them at least. They should have not been referred ahead of me.

5. In Feb. 84 or Mar. 84, 16 Boilermakers out of the Charleston W. Va. were referred immediately upon coming up to a job in Eastlake for a Power Plant CEI job. I heard about these West Va. Boilermakers from Paul Ciotti, who worked around them at Westlake, also Dick Kennedy from my Local told me he saw them and spoke with them. These guys were on the B List and so was I, but I should have been sent out first.

5
R. W.

6. At the Cleveland Hall we are never told where we are on the out-of-work list. I have asked many times over the last 5 years where I am on the list, and I never receive a straight answer. They never show me a book or a list or anything with numbers on it. For example if the Pittsburgh Local members call the Hall they are told their no. on the list and the name of the men in front of them. This is the result of the NLRB Case Probably.

When we go to the Hall to sign-up, ~~we~~ T.A.N. we are just given a blank legal pad, to update your name. When we first sign up we are given a qualifications sign-up sheet, but it is a single sheet that can be tossed out. When I call in to George I have said - "I am at the top of the list, ain't I George." George would never committ himself or say yes. So, I never know how I stand. It is possible that members who should have been below me on the list were sent out ahead of me. - See No. 7 below to show that the union goes around the list.

6

[illegible] N.

7. On 2-4-84, I was laid-off of a job at Perry and I was the only welder laid-off. I was hot about this and I called McManamon and told him I was angry. McManamon told me that he had nothing to do with lay-offs, that the General Foreman did it. McManamon called me back later that same day 2-4 and told me to report to United / Atkinson at Hamsenfeld, that same night. I did not sign the list and I had over 80 hours in. This shows that he jumped me ahead of whoever was ahead of me on the list.

There is a requirement that you have to work over 80 hours to be taken off the list. If you work over 80 hrs at one job you have to resign for the list and go to the bottom.

8. On 5-15-84 I was told by McManamon that I was now on the C-List, which is considered "unqualified" Boilermaker. Also McManamon said that the C List would be limited to 50 men. I believe this is discrimination

I

n Al.

because after 13 years as a Union member I am back to being the same as some guy off the street and I am only 1800 hours short of 8000, you have to have 8000 hrs to be on the B List. You have to have 8000 hrs out of a particular Local to be on their Primary or A List and live in their jurisdiction for 2 years.

RM NLRB-5168 (12-82) CONTINUED

9. I had a 90 day certification as a Welder with Newport News at Perry Nuclear. I was laid-off. If they hired someone else ~~[illegible]~~ while I was on the 90 days period, ~~so~~ it is discriminatory, because I should have been sent back, because I had recall rights. I don't know if someone else was referred or not.

10. I know Boilermakers who don't have 8000 hours have jumped from job to job. Such as Dave Gaslk and Jerry Bean. Both are from Local 157 but worked out of Cleveland

11. If I was unqualified as a 'B'-only was I put on as a foreman at Paasch Marine on 5/24/84

FORM NLRB-5168 (12-82) CONTINUED

I would like a clarification by law of whether or not I was suppose to be on a Primary or Secondary list from Sept 1978 until April 5, 1984 when their 8,000 hours field rule went into effect. Living in Clev. Ohio Local 744 jurisdiction for all my life, being a Qualified Boilermaker at a shop for 6½ years, and both the International and Local 744 allowed me to work in the field in September 1978. I had well over 14,000 hours experience in Boiler related jobs at Riley Stoker Boiler Plant in Erie, PA. Local 151 This experience was excepted in 1978 as a journeyman at full scale. By doing so, I should of been on a Primary List, and if I would of been, I would now have well over the 8,000 Field hours I need now.

I have read this statement consisting of 10 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

X Theodore J Shelf

Subscribed and Sworn To Before me at Cleveland, Ohio

This 31st day of May, 1984

T. J. Koozer

Board Agent,
National Labor Relations Board

10

✱ Cleve.
☐ Buff.

1979

		hrs.	
10-16-78 to 4-27-79	Vogt + Conant	622	Ashbla.
5-2-79 to 5-2-79	Kelley Steel	8	Ash.
5-7-79 to 5-7-79	Kelley	8	Ash
5-11-79 to 5-11-79	Kelley	9	Cleve
5-14- to 5-24	Cicerrello	56.5	Grand River
✱6-20	signed up in		Cleve.
✱6-28	called		Cleve.
7-12 to 7-15	Babcock + Wilcox	76.5	Niles
7-16 to 7-17	United AtKnsn.	24	Erie
8-23 to 10-26	Vogt + Conant	298	Asht.
✱10-26	called		Cleve.
✱12-28	called		Cleve.

in Oct. of 1978 I first went up to Cleve. and presented Larry McManamon with a letter from Dave McLaughlin (154 secretary) stating that I am a member in good standing, meaning my union dues are paid up, and that I am a journey-man. (Full rate and qualified). Larry accepted this and called me approx 1 week later for Vogt + Conant, Asht.

* Cleve.
[illegible]

1980

* 1-4-80	signed up in go to work	Cleve.
1-7 to 1-16	Vogt-Conant	Asht.
* 1-17	called	Cleve.
* 1-18	called	Cleve.
* 2-11	called twice	Cleve.
* 2-12	signed up in	Cleve.
* 3-7	called	Cleve
* 3-8	called	Cleve.
* 3-8	signed up go to work	Cleve.
3-10 to 4-4-80	(go to work) Union Boiler	Conesville
4-7-80 to 9-12-80	Terre Haute	Ash.
* 9-3	called about -car accident- being late, it's okay. ~~Apprenticeship File~~	Clev
* 9-13	signed up go to work	Cleve.
9-15 to 10-24	Welded in auger room United Atkinson	Erie
* 10-27	called	Cleve
11-6 to 11-10	Shenango Stl.	Sharon Pa.
11-12 to 11-21	Kelley Stl.	Cleve.
11-24 to 11-30	Ross Bros.	Canton
* 12-2	called twice	Cleve
* 12-9	signed up	Cleve.
12-15 to 2-27-81	Ruhlin	Welder on Dust Collector Eastlake

* Cleve.
□ Buff.

1981

12-15-80 to 2-27-81		Ruhlin welder	Eastlake
*4-3	called		Cleve.
*4-8	called		Cleve.
4-8 to 4-8		Paasch Marine 8	Erie
4-9 to 4-9		Unit. AtKn.	Erie
*4-25	signed up.		Cleve.
*5-9	signed up		Cleve.
*5-22	called		Cleve.
*5-29	signed up		Cleve.
*6-23	called		Cleve.
6-30 to 74-81		Unit. AtKn.	Erie
*7-6	called		Cleve.
*7-13	called		Cleve.
*7-21	called		Cleve.
*8-3	called		Cleve.
*8-10	called		Cleve.
*8-18	called		Cleve.
□8-21	called	—First ever contact—	Buff.
*9-2	called		Cleve.
*9-17	signed up		Cleve.
□9-18	signed up	—First time—	Buff

—OVER—

1981 cont.

10-6 To 10-15		Nicholson + Hall	Niagara
□ 10-16	signed up		Buff.
✡ 10-19	called		Cleve.
□ 10-22	called		Buff.
10-23 To 12-5-81		welder Furnco	Buff.
✡ 12-9	called		Cleve.
✡ 12-17	called		Cleve.

☆ Cleve
□ Buff

1982

☆1-14	called		Cleve.
□1-14	called		Buff.
☆2-15	called		Cleve.
□3-17	signed up		Buff.
☆3-31	called		Cleve.
☆4-15	called		Cleve.
□4-27	called		Buff
☆4-27	called		Cleve.
□5-24	signed up		Buff
☆6-22	called		Cleve.
☆7-22	signed up		Cleve.
☆7-30	called		Cleve.
8-2 to 8-7-82		U.A.	Erie
☆8-9	signed up		Cleve.
8-12 to 9-6		welder Union Boiler	Canton
☆9-7	signed up		Cleve.
☆9-13	called Twice		Cleve.
☆10-2	signed up		Cleve.
☆10-20	signed up		Cleve.
□10-22	called		Buff
10-27 to 12-17		Ruhlin welder	Cleve.
☆12-20	signed up		Cleve.

☆ cleve.
□ Buff.

1983

☆ 1-3-83	called		Cleve.
☆ 1-5-83	signed up		Cleve.
□ 1-10	signed up		Buff.
☆ 1-21	called		Cleve.
□ 1-26	called		Buff.
☆ 1-28	called		Cleve.
☆ 2-7	called		Cleve.
□ 2-9	called		Buff.
☆ 2-9	signed up		Cle
2-10 to 2-10	Nicholson + Hall	8	Niagara
□ 2-15	called		B.
☆ 2-15	called		Cleve.
2-16 To 7-11	certified 6-G arc welder Comb. Engineering		Somerset N.Y.
☆ 4-20	called		Cleve.
☆ 7-1	signed up		Cleve.
7-2 to 7-4	Nicholson + Hall	61	Erie
☆ 7-11	called		Cleve.
☆ 8-5	signed up		Cleve.
☆ 8-9	called		Cleve.
□ 8-9	called		Buff.
□ 8-10	signed up		Buff.

— OVER —

☆ signed up in Cleve at some
point while apprenticeship sign-
up notice was on the bulletin
board. Age limit of 26 yrs. old
was posted. I did not record this
Trip to cleve. on my calendar. My
brother Rick went with me that
5-27—6-4
time. I believe it was May of 83

Permit men

★ Planet Const. Cleve. Nov.-Dec 83

Mark Parsons • son of local man, 1½ yrs in the trade. very unskilled

Bernie McGinnis • 14,000 hrs. supposedly /

Mike Kruchek • 74N secretary's brother in law. (Galleger)

★ Terre Haute. Ashtabula Apr. To Sept. 80

? Chezmaits • Local mans son. A teacher on his summer break. very unskilled

? mike Skunda • Local mans nephew. a wildlife warden for Pymatuning park. worthless Formans ex son-in-law.

Stanley Stosh

Mike Hilt • Iron Worker

Duke ? • " "

Keith ? • " "

Chuck Miller • " "

Merle Chambers • Iron Worker

★ Vogt + Conant. Ashtabula 1-7 To 1-16-80

? • Harold ? son. Harold was the Erector. He was worthless.

★ Vogt + Conant. Ashtabula 10-78 To 4-27-79

? • Pusher Frank's Brother.

REPORT: ECR680 BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST DATE: 12/01/82
FUND: PENSION EMPLOYEE PENSION HISTORY PAGE: 1

EMPLOYEE NAME K MC CLELLAND
SOC-SEC-NBR 209-50-1407
LAST WORK DATE 09/82

9-30-82

	HOURS	CONTRIBUTIONS
~~[illegible]~~ ?		
1979	1,324.50	1,650.75
1980	1,307.50	1,845.10
1981	986.50	1,600.25
9-30 1982	709.50	1,513.81
	HOURS	CONTRIBUTIONS
TOTAL	4,328.00	$6,609.91
9-30-83	1,064.10	2443.24
	5392.10	9053.15
	457.50	1050.45
as of 4-18-84	5849.60	10103.60

Case No. Hull Exhibit No. 7 [illegible]

8-CB-5220-2

Terry J. Koozer. Field examiner

Theodore I Hull
vs.
International Brotherhood of Shipbuilders,
Forgers and Helpers, Local Lodge No. 744
(Larry Mc Manaman, Assistant B.A.)

In the early part of August 1978, I had plans on moving to Arizona, so while still employed at Riley Stoker, I asked Dave Mc Laughlin, who was our Sec/ Treasurer, if I could get a Travel Card to seek employment in a field local. My experience up to this point at Riley Stoker boiler plant, was:

March 22, 1972 was hired by Riley Stoker, upon passing 6" pipe test 6 G, during my employment at Riley Stoker, I changed job regular. I worked on headers at first, then internals in drums, to tube elements(Fitting and welding.) to panels down commers, and some hoppers. I also ran for three years a heli-arc machine that on it's own welded pressure tubes. I also had to learn to set up and fix this machine. I read blue prints, understood weld symbols, and could do most major layout work. I was a cerified welder with stick and heli-arc in all positions on almost all metals, including stainless and monnel. I also was qualified to run mig.

I feel that with 6½ years at Riley Stoker, I was very qualified as a boilermaker journeymen. When I received my Travel Card, it stated I was a journeymen. The only item I had never had anything to do that was field related, was working at high heights, and working with ropes and knots. These two items, you can learn in the field in a reasonable time. I have well over 14,000 hours work experience at Riley Stoker in the Boilermaker Trade, and I was initiated into the Boilermakers Union after being at Riley Stoker for 30 days, and paying a $50 dues, initiation fee. Since that time until present, I have paid dues each month to belong to the International.

Because of a possible strike in Arizona when I arrived there, the B.A. told me that if I wanted to wait around afew weeks or longer, he might work me. I could not wait that long, because I had a home here in Erie, PA, so I ended up coming back. I then started going to Cleveland ,Ohio Local 744 looking for work. My first few times going up there, I did not even get to sign anything, was just told there was no work. In the early part of September 1978, I finally got to sign a register sheet, and tried to present my Travel Card, inwhich I was told by Larry Mc Manaman, that he did not need it. On each Saturday in September I went to the Union Hall in Cleveland. Each time I was told there was no work. Finally on September 27, 1978, a Tuesday, in the early afternoon, Larry called my home and asked if I was ready to go to work. I told him Yes. He told me to be at General Electric, for United Atkinson at 8: A.M. on Sept. 28, 1978. My foreman would be Vern Dawson. This job consisted of building and welding hoppers. Job lasted about 6 weeks. This job was no different then working in a shop, except for not having to punch a time card, and also making alot more money. I earned 184 field hours on this job.

When I was laid-off, Mike Burkart, who was the steward, told me to call the hall right away, they may have a job for me. I did that same afternoon and was told to go to Ashtabula,Ohio for Vogt and Conant Const. Co. at C.E.I. "D" plant. Lou Weisney would be my foreman, Tom Hunn would be the steward. This job consisted of building of Persipitater. Every phase of being a boilermaker was involved, putting up side walls hoppers, burning out old hoppers, climbing, welding, fitting, tieing ropes, layout of pieces for curtains, hanging curtains, flaging a cherry picker or crane, rigging,and working at high heights. This job lasted almost 6 months, I earned 936 field hours. I during this time, did learn and do almost everthing that gave me some experience in the field, on every item that I mentioned. While on this job, all of us heard that the International was going to enact a ruling that would affect anyone with less than 4,000 field hours. This ruling never did come about.

I was laid-off on 4-27-79. Total hours earned in the field so far were 1,120 I called the Union Hall the next day and was told to sit still, they'd call me when something came up.

Laid-off April 30,1979 to May 4,1979
Laid-off May 6, 1979 to May 11, 1979

Received a call from Larry Mc Manaman on May 12, 1979, and told to go to Grand River, Ohio, for Cicirello Const. Co. at the Republic Steel and Lime Plant, on

May 14, 1979 at 8: A.M. and that Chris Licherelle would be our Foreman and Steward. Ken Mc Clelland was also put on this job with me. We drove to the job that morning on May 14, 1979 together. The job consisted of burning apart and taking drwn duct. work that was filled with lime, and putting up new pieces. I and another man did most of the burning and rigging, two others untied the pieces on the ground. We were working at about a height of 30 to 40 feet off the ground. During the first two days, I noticed my throat was getting sore. I asked if we could have respirators. We never received them, infact we were told that the lime would not harm us. On the third day, my throat was very sore, and I demanded to Chris that I wanted a repirator. He went to the Supervisor of Cicirello and told him the men wanted masks. On Thursday, I could hardly swallow, my throat was getting raw. It was then that, an employee that worked at this lime plant told us that we were fools to work with out mask, and also should habe vinager near by to wash out our mouths every so often. In fact, he went and got us some vinegar, which I used immediately, and could actually feel working. However, we still did not receive any mask until Friday morning, by this time, my throat was completely raw and imflamed, on Saturday, my wife called our family doctor and told him what had happen. I could not talk or swallow at all. My whole inside of my mouth was white and raw. I was having trouble even breathing. Our doctor informed us not to go back to that job for atleast one week, I had Lime Poisoning, and it could get serious.

On Monday morning, May 21, 1979, I went up to I-90 exit 7 and informed Chris, who I was suppose to ride with that morning, that my doctor had informed me to stay away from that lime for 1 week. I could hardly even talk at this point, and he seen this. He told me he'd take care of everything. He also told me he'd make an accident form just incase I would have to go to the hospital. I said thank you the best I could and went back home.

This job only lasted this one extra week, and they replaced me with another man. I did not know until weeks later what Chris Lichereele or the supt. of Cicirelle had done. I feel they both caused me harm. Chris I found out later did not tell the Erector for Cicirelle that I had a medical problem, nor did he ever fill out any form for a medical reason. The Erector, either presumed I had quit, or he was informed, but lied, I do not know which, but he did inform the hall I quit, which was a lie.

I feel this resulted in maybe the first incident that eventually lead to me not working as I should of.

It is well known, that any Union hall in the field, do not want anyone giving them trouble . If at anytime they get the impression your going to be trouble, they tend to discourage you in working out of their local. Since Cleveland Local 744 is in my jurisdiction and handles my home town of Erie, PA. this is the first thing I needed.

I called the Union Hall Local 744 on about 5-28-79. Told no work.

Laid-off week of 5-28-79 to 6-3-79

Laid-off week of 6-4-79 to 6-10-79

Laid-off week of 6-11-79 to 6-17-79 Called Union Hall, Larry asked me why I had quit that job with Cicirello, I told him I did not quit, but received acid lime poisoning and was told by a doctor to stay off that job. Larry said he was told that I had quit. (I feel that this situation cost me atleast 4 weeks loss of wages and hours.)

Laid-off week of 6-25-79 to 6-31-79 on Saturday, Larry called me and told me to go to Ashtabula, Ohio for Kelly Steel. Probably would only be afew days. Told me to be there at 8:A.M. on 7-1-79.

Worked from 7-1-79 to 9-25-79, 13 weeks of work. Total hours on this job were 464, total hours in field up to this point were 1,625.5

I rode to this job with a man that was on permit, his name was Cliff Vohn, he was a Tile Setter, with a local here in Erie, PA. This was his very first job in the Boilermaker Trade. Also, all we really did do on this job was unload trucks and rail road cars of curtains. We did not do any boiler related construction, and Cliff Vohn learned nothing really about the trade. Yet, we were laid-off on Friday 9-25-79, and he was asigned another job which was to last well over a year just across the street from where we were at. He was told not to tell anyone, even me who he rode home with. On Monday, he started working at C.E.I. plant "C" in Ashtabula, Ohio, while I was laid-off for over 2 weeks. (I personnally feel that I was discriminated at this point, and if I was put on this job, instead of my next job, I would of not had any further problems.)

Laid-off week of September 23,1979 to September 30, 1979 Called Union Hall, told no work. During this week of being off, Ken Mc Clelland who was on that job for Walt Hause told me that the man that I was sharing a ride with was at the Ashtabula, Ohio job. I checked his story out that following Monday October 1, 1979, and sure enough his yellow truck was in the parking lot at the job site. I was somewhat up-set.

Laid-off week of Oct 1, 1979 to October 6, 1979. Went up to Union Hall, and was told no work, asked at this point why a Permit man, with less experience was working before me. Did not mention the mans name, but I feel I did cause waves at this point. Also called Clev.Ohio, Local 744 during this week.

On October 6, 1979 Larry called me and told me to go to Perry, Ohio for Kelly Steel on October 8,1979, George Atwood would be the foreman.

From the very start George Atwood did not like me, and I had always wondered why, even during my first lawsuit. When he asked for my Union receipt, and I gave it to him, he took one look at it, and said and I quote" God dam, another shop man' I bet he never said anything of this sort to that permit man who came on the job afew weeks later, who had no experience at all in the field or even in the Boilermaker Trade. George Atwood then told me that"I'd be working with a man named Mark Dombroski, in the Turbine Building." and then I said, " Do you know where the Turbine Building is at?" When I asked that question, George Atwood seemed to blow up, saying, and I quote," You shop people come out here and know nothing at all." and I do believe, if I remember right, he took his hard hat off and threw it. I wonder also if anyone who first goes into any Nuclear Power Plant really knows his or her way around. These first two incidents started George and I on a three month war with each other. He purposely during these times, picked me out to harrass and give harder jobs to.

I found out from the steward, Ken Sparlin, that George Atwood was trying to fire me, once for not understanding him properly, and asking him a question, another time for riding home with Iron Workers that just happen to live near Erie, Pn. and finally once for working during my lunch time building his barbecue grill. He was told by Ken Sparlin, that he could not fire me for that, so instead he just laid me off, for lack of work. He kept that permit man, which was the stewards son, and had far less experience than I had.

I was told by the steward that just go to the Union Hall, they should have another job for me. This was on a Monday. Total field hours on this job was 525.5 total hours earned so far in the field as a boilermaker was 2,167. On this job at Perry, Ohio all I really was , was an errand boy, no job skill ever was used. We did some fitting, some burning, alot of moving material, and I did alot of grinding. I also did alot of heavy lifting that should of been with two men, but George Atwood had me do it all by myself. I felt during this three months, that he was purposely trying to get me to quit, or get me angry enough that I would say something back, that I could be fired for, but I did neither.

On January 15, 1980 I drove to the Union Hall to sign up and hopefully get another job. I was informed by the woman in the office, that they received a call from my last job about me, and that they do not want to work trouble makers. Either Ken Marlin or George Atwood had called the hall and told them this.

During this time, I could not get ahold of Larry Mc Manaman, I felt he was avoiding me.I tried calling and went up there atleast afew times. They would not put me back out to work. I felt very bitter, a permit man, with far less experience then I had was still on that job, now I heard they even hired more men and were working over time. This permit man, the stewards son, eventually received far more hours then I even have right now to the present. In money this man had made well over $ 100,000. more then me, also he earned pension hours that I need badly if I ever decide to retire.

Since the Union Hall would not even talk to me or work me, I started legal action against the Hall. During this legal action, I was informed to go to the hall and get a contract book if possible. When I asked for it, it was thrown at me and hit me in the face, by Lou. Also his language was not very nice. This lawsuit as it went on was causing me to lose everything I had built up in all my years working. At first the lawyer I had, had told me that I had a very good suit, and that he uncovered many lies in the story the Union Hall and people at Perry had told. He mentioned something about getting their books.

The next time I was in Cleveland, this lawyer, asked what I would take to drop this case. I told him I just wanted to work steady like everyone else. He said I should sent the Union Hall a certified letter to Larry stating this. Up to this point he sounded as if I would win, now he was trying to tell me to drop this suit if they promised to work me. Even with any promise I had no guarantee, I told him. He made mention that I would have up to 6 months to re-open this suit if they changed their ways. If I know t'is, so did they, and now feel they did just that.

It was on a Monday or Tuesday in April that Larry called me and asked what I wanted to drop the lawsuit? I told him I just wanted to work steady to support my family. He told me to drop the suit and he promised to do just that, when he seen the su was dropped he'd put me back to work.

Three days later, after I had called the Labor Board to drop the suit, Larry called me and told me to go to Ashtabula, Ohio for National Boiler Works at the "D" plant. Job lasted one week, I was laid-off on 4-17-80 earned just 32 field hours. Added to what I had previously gave me a total of 2,199 field hours. This job consisted of alot of burning, and bull work with comalongs. No welding was required.

On 4-17-80, right after I was laid-off, I called the Union Hall.about 2:30 PM. Larry told me he'd get right back to me. I felt at this moment that the Union Hall had lied to me, and felt that I should of never of dropped that suit. My wife, believing in the Hall, said to me to give them a chance.

Larry called me that week-end and told me to return back to National Boiler Works in Ashtabula, Ohio, on Tuesday April 24, 1980. This time I would work for, I believe was Cal. On this job was Vern Dawson, who was just a worker like myself. He told me that he was being punished by the hall, never gave me any details. Normally he always pushed jobs, but for about 6 months he did not. This job lasted about 4 weeks, and gave me 199.5 hours earned in the field. Added to what I had previously gave me a total of 2,398 field hours. On this job, we burned, fitted, rigging, heavy lifting, and I welded pipes.

We were laid-off on a Monday afternoon, about 1:30 P.M. on 5-19-80. Vern Dawson told me he'd call the hall for us. Upon doing so, he asked me if I wouldn't mind working a double shift. I told him okay. He then told me we were to go to East Lake, Ohio for Norris Brothers. The job would only supposeily last the one night. (Mind you, we did not re-register at the hall, even though we had our 80 hours in. Also, at this point Vern Dawson did tell me that I was on the Primary List for out of work, because I lived within Clevelands jurisdiction.

Norris Brothers Corp. Inc. 2138 Davenport Ave. Clev. Ohio 44114. The job ended on 5-23-80 and gave me 52.25 hours earned in the field. I called the Union Hall on Saturday 5-24-80 and was told to go to Paineville, Ohio for National Boiler Works, at Lube[illegible]sol Inc. A man named C[illegible] was our foremen. I was finally certified with this company on this job. This job consisted of all x-ray work. All welds were x-rayed. Did alot of arc-gouging and repair.

National Boiler Works, 3947 Jennings Road, Clev. Ohio . 44109 Job lasted almost 7 weeks with much overtime included. Hours earned were 440 field hours, giving me a total of 2,890.75 hours in the field, up to this date. Job ended 7-11-80 and was not layed off by National Boiler, but instead taken with them on the next job. I finally was layed off on 7-18-80 after working another 49 hours in the field, giving me a total of 2,939.75 hours in the field.

I signed up at the Union Hall that same afternoon when I was layed off. 7-18-80 Signed up for week of unemployment 7-21-80 to 7-26-80

Larry called me on 7-27-80 and told me to go to Willoby, Ohio for National Boiler Works, at the Ohio Rubber Plant. This job consisted of repairing a package boiler, grates, valves, pipes, replacing metal, plugging off tubes, repairing tubes, nothing much different then a shop job, anyone from a shop could of handled this job. Job lasted about 8 weeks, and earned me 370 field hours. Total field hours after this job was 3,309.75 I was laid-off on 9-16-80.

I called the Union Hall on 9-17-80, told no work, would call me when something came up.

Went to Union Hall on 9-23-80 and signed up. Still no work. Signed up for one week of unemployment.

Larry called me on Saturday 9-23-80 when I got home from the hall, told me to go to Hammermill for United Atkinson in Erie, PA. Vern Dawson would be my foreman. This job consisted of replacing the skin casing of a complete boiler, fitting and burning and welding. On this job was Randy Corvino, Ken Mc Clelland, Tom Spencer, Dick Kennedy, John Grass, and myself, all from the Local 151.

This job lasted 5 weeks and gave me 206 field hours, and a total of 3,491.75 this job also put me near the 6 month limitation of my lawsuit. During the end of this job, I found out that Randy Corvino, Dick Kennedy and Tom Spenser were all assigned jobs before they were even laid-off this one, along with many others that were not from my Local they were Ted Caster, John Kay, Mike Burkartjr. and Mike Burkart Sr.

Laid-off on 10-24-80, called Union Hall on 10-25-80 at 10:30 A.M.. told no work must sign up, by Lou. Ken Mc Clelland told me he called the Union Hall and they told him there was no work also, but he did not have to drive to Clev. they'd call him if anything came up.

Laid-off on 10-27-80, I called Union Hall, Larry told me I must sign up in person. inwhich I drove to Cleveland, Ohio and signed up on a register sheet. Ken Mc Clelland said he's rather not be seen with me at the Union Hall because of the lawsuit I had against Clev.

On 11-07-80 Larry called me and told me to go to Conesville, Ohio for Union Boiler Co. P.O. Box 425 Nitro, West Virginia 25143. This job was 240 miles from my home, from one extreme side of their jurisdiction to the extreme other. It took me almost 4 hours driving time to get to this job. Very few people from Erie, PA area ever go to this area, usually they sent you there only when you've messed up on something, to discourage you from working out of their local. By sending me down there, when I knew work was plentiful around my area, told me they were punishing me. I did not refuse the job.

Union Boiler Company P.O.Box 425, Nitro, West Virginia, 25143. Statred work on 11-08-80. Had to take heli-arc weld test on 2" pipe. Passed test and was told by weld man, that my appearance was one of the best he ever seen. Felt very good at this, also when I was taking my test, both Larry Mc Namaman and Lou Jewell both came by the weld area, Larry said I had better pass the test, inwhich I did. It seemed funny at time that both B.A.'s would leave Cleveland, travel well over 120 miles to Conesbille, Ohio, and just happen to be there when I was.

I was put on production welding, welding pressure tubes inside a boiler, I worked with a man who was blinded in one eye. He was to weld one half a tube, while I was to join into his weld and weld the other half. I did not know he was blind in one eye, and he did not tell me right away. One weld was not completely welded properly to their standards, and I was blamed for it, because I did not join into his weld, after this, he informed me he was blind in his one eye, and could not see around the tube like he was suspose to. I felt, that he should of been taken off that part of the job, not me. I had welded my half of the tubes, I could not see around the tube anymore, it should of been his responsibity to do such. I was pulled off the clean heli-arc work and put in the dead air space welding plates. This job was considered a job that they only gave to bommers that were not to their liking.

I was laid-off on 11-22-80 due to lack of work, reduction in work force. I did not mind this at all, infact I was glad at this point. Two weeks in the dead air space was enough for me. What started out looking like a nice clean job, ended up being a miserable dirty job. I always wondered if Larry and Lou had anything to do with it.

Laid-off week of 11-24-80 to 11-30-80

Laid-off week of 12-1-80 to 12-6-80 Signed up in person at Union Hall on Dec 4, 1980 and was told there was no work. Ken Mc Clelland sign up on Dec. 6. 1980 at the Union Hall, two days after me. He was put to work at East Lake, Ohio on Dec 15th 1980 on a job that lasted for 9 weeks of 10 hour days for 6 days a week. I also signed up in person at Union Hall on Dec 18, 1980, and was told there was no work. My last day of work at this point was 11-22-80, Ken Mc Clelland worked steady from 11-6-80 for Shanango Steel in Sharon, PA, to 11-10-80 then he went to Kelly Steel in Clev from 11-12-80 to 11-21-80, then he went to Canton, Ohio for Ross Brothers from 11-24-80 to 11-30-80. Well over any 80 hour rule. I was laid-off for atleast 8 days already, by the time he was eventually laid-off. I had already contacted the hall in person before he did, but yet he was put to work ahead of me. Why?

Laid-off January 1, 1981 to January 7, 1981
Laid-off January 8, 1981 to January 14, 1981
~~[illegible]~~

Was called by Larry to report to work for National Boiler Works at Paineville, Ohio at Lubersol for a job, Bill White was foreman. Had to take stainless steel plate test, which I did, and passed. Job consisted of repairing a tank that was stainless 2" thick, someone had built the tank wrong. All welds were x-rayed and all bad spots had to be air-arc out and re-welded. We worked 7 days a week for three weeks. I earned a total 222 field hours, which gave me a total of 3,913.25 With this job, I felt rather secure in knowing that if the International enacted the 4,000 hour rule we had been hearing about, I would be close enough to still work.

On 2-7-81 I was laid-off by National Boiler . I called the Union hall on 2-9-81 and was told that I should come into the Union Hall and sign up.

On 2-10-81, I drove to Clev. Ohio Local 744 to sign up. Was told by Larry no work.

Laid-off from 2-9-81 to 2-14-81

Larry called me on 2-14-81 and told me to go to East Lake, Ohio for Industrial First. Address of company is: 4949 East 154th Clev. Ohio 44128
I was told this job would be for Vern Dawson. Foreman. This job consisted of rebuilding hoppers, burning out the old plates and putting in new steel, then welding them after all the fitting was done. Alot of rigging was involved because of the heavy plates.
2-16-81 to 2-28-81 Laid-off Job lasted about three weeks. I earned 99 field hours, added to my previous hours I now had 4,012.25 field hours and felt assured that the International could not push me out of the trade. Vern Dawson told me the hall had a job for me.

Upon calling the Union hall on 2-28-81, I was informed the hallno job for me, by Larry. Was told to re-register. I drove to Cleveland, Ohio Local 744 on the Monday March 2, 1981 to sign up.

Laid-off week of 3-2-81 to 3-8-81, sign up for unemployment on 3-3-81, called Union hall Local 744 on 3-7-81, told no work by Larry.
Laid-off week of 3-9-81 to 3-15-81, went again to Union Hall Local 744 on 3-12-81 to sign up again. Larry told me they still had no work.
Laid-off week of 3-16-81 to 3-24-81

Larry called me on the afternoon of 3-24-81 and told me to go to Conesville, Ohio for Union Boiler. The time was around 3 PM and he wanted me there at 7 PM. I had to rush to get there on time, which I did make it.
Union Boiler Co. at Conesville, Ohio. Job lasted 4 night of 8 hr. shifts. I had to travel 240 miles one way, get a room for a week, and the job only lasted 4 days, I lost my unemployment because of this job, it cost me more then what I even made. Job gave me 32 field hours, added to what I already had gave me 4,044.25 field hours

I signed up at the Union Hall on Saturday March 28, 1981, Larry told me there was no work available for me. He'd call me if anything came up.

Larry called me around March 31, 1981 in the late afternoon, and told me to go to Youngstown, Ohio for Towne Const. Co. at the Steel Plant. and be there by 7:30 PM. I had to rush to get to this job, and was more then an hour late getting there. This job lasted about three weeks. It earned me a total of 110 field hours, added to my previous total I now had 4,154.25 field hours.

I was laid-off on Friday April 17, 1981. Up until this job, I really felt no discrimination since my lawsuit, outside of the situation in Dec 15, 1980 where Ken Mc Clelland worked and I did not. One thing I'd like to note here, I'am considered as a Welder, and many others including Ken Mc Clelland, Tom Spenser, John Grass, or almost any and most permit men are not, they are considered Mechanics. A welder should in almost all cases work before a mechanic, because a welder can also be used as a mechanic as well as a welder, the pay is no different. They tend to get more from a man as a welder then one who is just a mechanic.

Laid-off week of 4-19-81 to 4-25-81 Went to Clev. Ohio Local 744 on 4-25-81 to sign up. Was told no work by Larry.

Laid-off week of 4-26-81 to 5-2-81.

Larry called me on 5-5-81, told me to go to Niles, Ohio for B & W at the Power Plant there. Babcock & Wilcox Const. Box 4222, Copley, Ohio. 44321. This was just a one day job. Tom Spenser was our foreman. We worked 12 hrs and were paid for 16.25 hrs. I welded on this job. A tube had blown inside the boiler. Robert Smock and Mitch (both from 151) were also on the job. On the day turn was Randy Corvino Local151
This job gave me 16.25 field hours, added to my previous, I now had 4,170.50 hours of field work. This job put me started towards my next 80 hours, and should of had me at the top of the Primary List for out of work.

Laid-off week of 5-10-81 to 5-16-81
Laid-off week of 5-17-81 to 5-23-81, called Hall 744 on 5-22-81, no work.

Larry called me on 5-25-81, told me to get to Hammermill for United Atkinson. This was considered a Emergency repair. We worked 18 straight hours and were paid a total 26 field hours. My total was now at 4,196.50 hours in the field. This job added even with the other few hours I had, still was under the required 80 hour rule, and I should of still been at top of Primary List.
Went to Union Hall Local 744 on 5-29-81, was told no work.

It was at this point that when I was hearing how good work was, that being on a Primary List, at the top of that list, that I started to feel that I was being discriminated against, but because I wanted to show I was not a trouble maker, I did not take any legal action. (I was hoping things would work out.)

Laid-off week of May 31, 1981 to June 6, 1981.

Laid-off week of June 7, 1981 to June 13, 1981. Went to Clev. Local 744 on 6-12, 1981 told there real slow. No work. Asked where I was on list, received no reply.

Laid-off week of June 14, 1981 to June 20, 1981. Called Union Hall Local 744 on 6-16-81 told work was real slow, can not believe this story. Everyone I talk to tells me things are going good.

Laid-off week of June 21, 1981 to June 27, 1981. Called Union Hall Local 744 on 6-25-81, told work was real slow again, I know there lying, it's just a matter of trying to prove it.

Larry called me on Sunday June 28, 1981 and told me to be at Hammermill at 8PM that night. Tom Spenser was my foreman. We worked 12 hour shifts for 5 nights. I was certified with United Atkinson as a pipe welder. Repair of boiler. Heli-arc. I earned 91 hours, giving me a total in the field of 4,287.50 hours.

I felt that at this time, the Union Hall was holding me back, larger jobs were going, but I was not being put on them.

July 7, 1981 Called Union Hall Local 744, told to wait for them to call, no work. Asked Larry why wasn't I being put on longer jobs? He asked who told me that there were any, and I remarked that I hear things, he said. " well don't beleive everything you hear."

Laid-off week of July 5, 1981 to July 11, 1981 Called Hall during this week.

Laid-off week of July 12, 1981 to July 18, 1981. Went to Union Hall Local 744 on July 16, 1981, told by Larry there was no work. Felt again I was being lied to.

On July 21, 1981, Larry called me and told me to report to J & L Steel in Clev. Ohio for Stevens & Painton Corp. 14470 York Road. North Royalton, Ohio. 44133. This job consisted of 6 straight days replacing a acid tank. Rigging, fitting and welding were all involved. I did no burning on this job. Job gave me 73.50 hours field hours. Giving me a total of 4,361.00 hours in the field. Was told by foreman that the hall would call us if anything came up. Did not have my 80 hours in yet, should be at top of list.

Laid-off week of August 2, 1981 to August 8, 1981. I called Union Hall Local 744 on August 4, 1981, told no work. Larry told me he'd call if anything came up.

Laid-off week of August 9, 1981 to August 15, 1981

Laid-off week of August 16, 1981 to August 22, 1981. Went to Union Hall on 8-18-81 to sign up, told there was no work by Larry. Asked Larry were I am on the out of work list, he avoided answering me, by stating work was real slow, but I felt he resented me even asking that question.

Laid-off week of August 23, 1981 to August 29, 1981.

Laid-off week of August 30, 1981 to September 5, 1981. Went to Union Hall Local 744 on September 1, 1981, told that work was slow again, by Larry.

Laid-off week of Sept. 6, 1981 to Sept. 12, 1981. Called union hall Local 744 on September 10, 1981. Told still no work. I know they are lying to me. No one is at the top of the out of work list as long as I have been.

Laid-off week of Sept. 13, 1981 to Sept. 19, 1981. Went to Union Hall Local 744 on September 17, 1981. Was told there was no work. Was told they call me if anything came up, no need to keep calling or coming up, by Larry.

Laid-off week of Sept. 20, 1981 to Sept. 26, 1981.

Laid-off week of Sept. 27, 1981 to October 3, 1981. Went to Union hall on 10-1-81, was told again that thery were slow, no need to keep coming up. I again mentioned to Larry why wasn't I being put out if I was at the top of the out of work list? He avoided the question, by saying he'dc call me as soon as anything came up. I guess he felt that I would take his answer, and believe it all, but I been hearinc from others that work was going good and strong.

I'am sure that if records were checked, they would find that Clev. Ohio Local 744 has discriminated against me during this period of time also.

Laid-off week of Oct. 4, 1981 to Oct 10, 1981
Laid-off week of Oct. 11,1981 to Oct 17, 1981.

I called Clev. Ohio Local 744 on October 12, 1981, was told by Larry that things were really slow for them. I mentioned that I was having a difficult time in beleiving that anyone could be at the top of a list all these months and not be put out to work.

Went to Cleveland,Ohio Local on October 24, 1981, told no work still. During the weeks from October 13, 1981 to October 28, 1981, I work out of Buffalo, NY up in Buffalo, NY at Republic Steel for Taylor International. I still kept in touch with the Clev. Union Hall to see if they ever really planned on working me again, and when? I did not tell them that I was working for Buffalo, I called Buffalo, Ny Local lodge No. 7 on October 13, 1981 for the first time ever, they told me to come up on the 14th, and put me out that day.

Taylor International gave me 92 hours in the field. Added to what I already had gave me a total of 4,453 hours in the field. I was laid-off on Oct. 28, 1981.by Taylor.

I called Clev. Ohio Local 744 on Sat. Oct 31, 1981 and was told still no work. They did not know I had worked, but they still informed me that they were slow and even though I've been at the top of the out of work list for over two months now, they still had nothing for me. Bull.

Laid-off week of November 1, 1981 to November 7, 1981.
Laid-off week of November 8, 1981 to November 14, 1981, went to Clev. Ohio Local 744 to sign up, was told no need to keep coming up, they were slow and would call me if anything came up, Larry.
Laid-off week of November 15, 1981 to November 21, 1981. Called Clev.Ohio Local 744 on Nov. 21, 1981 and was still told no work, by Larry.
Laid-off week of November 22, 1981 to November 28, 1981. Called Clev. Ohio Local 744 on Nov. 28, 1981 and was told still no work.
Laid-off week of November 29, 1981 to December 5, 1981.
Laid-off week of December 6, 1981 to December 12, 1981. Went to Clev. Ohio Local 744 on 12-10-81 to sign up.
Laid-off week of Dec. 13, 1981 to Dec. 19, 1981
Laid-off week of Dec. 20, 1981 to Dec. 26, 1981. Went to hall Local 744 on 12-22-81, this was the last time I contacted them for awhile. I felt I was wasting my time and money, and they were just lying to me. I also had run my unemployment very low, and when a friend of mine offered me a job for $7.00 in a shop I felt I had to take it to support my family. The shop was a pressure vessel shop, where I kept up welding. I still at times kept in contact with Local 744
I was laid-off from this small shop on March 10, 1981.

From March 10., 1982 to July 29, 1982, I kept once again intouch with the Union Hall Local 744 with no results. It was like they did not want to work me.
March 13, 1982 Went to Union Hall Local 744 to sign up, told still no work.
March 27, 1982 Went to Union Hall to sign up again.
April 13, or 14, 1982 went to Union Hall Local 744 to sign book. Still told no work and that things are real slow still.

Went to the Union Hall near the end of April, the exact date is not clear to me, but I do remember going. Was told that I did not have to keep coming up, they'd call me if anything came up.

By this time I was getting much discouraged, and was wasting much needed money that I could use to much better needs, in supporting my family. I knew I was being lied to, no one stays at the top of any list for alonger time then 2 to 3 weeks without getting something, especially on the Primary List. I kept hearing that boilermakers from outside Clevelands jurisdiction were working steady

My wife and I had talked about as to whether I should take legal action against the local. It bothered me, knowing that there were permit hunds and men from outside Clev. jurisdiction working and I was not. I hated myself at this point for ever dropping the lawsuit.

May 20, 1982 called Clev. Ohio Local 744 told still no work, would call me if anything came up.

Sometime during this period, the hall did call me for a job, but because my wife could not locate me that day, I missed out on the job. This was the only time during all the years, that the hall had called and I could not be found for work. I never turned down a job.

June 11, 1982, called Union Hall, Clev. Ohio Local 744. Told still no work. I want to mention here, if the Union Hall called me for a job in May, and even though I could not be found for that job, I was still eligable for work, and because they did call me, it should of meant that I by now was at the top of the list. I am rather sure that their referral rules allow atleast two phone calls before you go to bottom of list, and I'm rather sure that they must send you a letter stating you've been called these two times. In no case was I ever called those two times, or get any letters from the hall stating such.

June 25, 1982 Went to Cleveland, Ohio Local 744 to sign up, told still no work, asked were I was on their list, told work was real slow, never given an answer.

July 9, 1982 Went to Cleveland, Ohio Local 744, told still no work. Can not believe them, I know I'm being lied to.

July 22, 1982, went to Clev. Ohio Local 744 to sign up again, this time Ken Mc Clelland went with me. He finally believes he's being lied to also, also we heard from some friends that Hammermill in Erie, PA was to start very soon.

July 30, 1982, Larry called me that day, told me to report to Hammermill in Erie PA for United Atkinson. This job was the normal plant shut down. On this job I was finally cerified as a heli-arc welder for them. This should mean more work for me, and a chance to stay on jobs especially with United Atkinson. On this job were atleast two or more permit men, Mike Petrus(not sure of the last name) was one permit man. During the two weeks, we welded, burned, and alot of fitting. There were alot alot of men on this job that were from outside of Clev. jurisdiction, which made me up-set, if they had to fill a job with these men, then that meant that all other were working, and that I should of been all this time, but was not. I earned 238 hours on this job, added to my previous hours I now had 4,691 total.

Also, the last couple nights, many of the men on the job were staying drunk and doped up. On a Wednesday night, August 11, 1982 three (3) men had left the job around 10 P.M. and went out to get drunk, these men were Gregg Flack,(bommer that was the son of a Local man, who normally is a steward or foreman on job.) A man named Taylor from North Carolina, and Danny Anglias,(Last name not exactly correct but close.) he was also a bommer. All three went out with out permission, and came back sometime after 2 A.M. in the morning drunk. All three were fired, which meant that they should of been benched.

Was told by foreman on the job, that they, the hall, would contact us if anything came up.

Larry called August 25, 1982 at around 10:30 A.M. Told my wife that I should call the hall if I wanted a job. My wife called me, and I called the hall from a pay phone, and was told to go to Avon Lake on August 26, 1982, I had heard this job was coming up and would be a rather long job. Even though this job was about 140 miles from my home, I was glad just to get back to work. That same afternoon, while sitting at home, Larry called me, I was just about to leave the house. Larry told me that their was a change in plans, I was to go to Painesville, Ohio for Dravo Const. Co. the job was a short one maybe only two weeks, Larry said. He told me my foreman would be Larry Novak.

August 26, 1982 Dravo Construction Co. P.O. Box 639 Painesville, Ohio job No. M-3320

There were only four men and a foreman on the job. The men were Larry Cassidy, Jack Faulkner, John Mc Nuty (Last name of this man I am not sure. The only local man was Larry Novak, Jack and John were both from near Pittsburgh, Larry Cassidy and I were the only ones in Clev. jurisdiction, except for the local man. Why did two men from outside Clev. Jurisdiction go to work before me? Also, the man I was replacing was Gregg Flack, the same man who was fired on August 11, 1982. He was working before me, after being fired. I took three welding test and passed them all, Jack Faulkner had flunked his, so the cerified welders were just Larry Cassidy and myself.

Because of a screw-up with the manufacture that built these huge stainless tanks they forgot to install resting pads. This resulted in the job lasting alot longer then originally thought so. Also the Erector for Dravo liked the work we were doing and I do believe he wanted to keep us on. Us four boilermakers, were out-performing the other trades on the job. Infact, we were the only craft that received an early quit on Fridays.

I was told that we had a very good chance of staying on the job though the winter and as the weeks went by the work was picking up. The week of November 28 to November 27, 1982, we finally received on that Monday morning a major job of a stair case and walk way, this job was enough work for us to last us atleast two weeks, plus there was alot of nessassary cleaning on all the tanks, which would take atleast 4 weeks if not longer. Also a small boiler in one of the buildings, we started some work on, but did not finish it, it would take us afew weeks to do that. But instead of staying on this job, I was laid-off on the Wednesday before Thankgiving, the 24th. while two others stayed. They kept a non certified welder and Larry Cassidy who was certified. I felt it wasn't right.

(I would like to mention now, I ran into Jack Faulkner in July 1983 at Hammermill, he informed me that the job lasted about three extra months, and that they did put extra men on the job, some were also certified. This meant that they by-passed me when by all rights, because of my 90 day certification, I should of been sent back there, but wasn't. This was a different case of discrimination.

I was informed by Larry Novak that I was to go to Hammermill for United Atkinson on the 26th of Novembeat 8 A.M. The other man, John was not given a job. This job gave me 491 hours added to what I already had gave me a total of 5182 hours in the field.

November 26, 1982 United Atkinson, at Hammermill. 1 night job 21.5 hours of field work.

On this job was, Carl Naunaw a local 744 man, he was our foreman, Tom Spenser local 151, Dick Kennedy local151, Pete Cassidy a permit man, son of a local man, Randy Corvino, Local 151, and Gary Jones local 151, and myself. This was an Emergency repair job, I felt I was only put on it to settle me down. They had atleast 3 others who were certified and there was no need to have me on the job, I could of stayed at Dravo.

With these 21.5 hours, I now had a total of 5,203.5 hour in the field. Also I do believe Randy Corvino was just pulled off the job at Perry, Ohio Nuclear Plant for this 2 day job, and that he had told me he was going back there the next Monday. I also believe that afew others were told that they had another job the following Monday, but not me.

Called Union Hall Clev. Ohio Local 744 on November 27, 1982, told by Larry to come up and sign the book.

Went to Clev. Ohio Local 744 on November 29, 1982. Told there was no work, and that they were moving to a new building as of 12-3-82. Signed register sheet, sheets have no numbers on them, there no telling where your at on any list. Was told they would call me if anything came up, there was no need to keep coming up or calling.

Larry called me on the 21st of December 1982, told me to get to Hammermill for United Atkinson. This was a Emergency Job. Spenser was foreman, Dick Kennedy, Robert Smock Local 151, Darly Bush Local 151, and John Grass Local 151, and myself. Blown tube ob economizer, burned old tube out, grind tubes, fit and weld new piece.
This job gave us 28 field hours, added to what I already had gave me 5,231.5 hours.
Laid-off Dec 22, 1982 told the hall would call us. Had in 28 hours towards our 80.

Larry called me on Dec 23, 1982, told me to go to Hammermill for United Atkinson another emergency repair jol. Spenser was foreman again, Kennedy, Smock, and Daryl. Another tube had blown on a boiler, fixed it. Job gave us 30 hours. Added to what I had gave me a total of 5, 261.5 hours. Also, I only now had 58 hours in towards my 80, which meant I should stay at top of list. Spenser told us the hall would contact us if anything came up. I waited.

From January 1, 1983 to February 15, 1983 I received no phone calls from the hall, I called the hall February 14, 1983, asked George why haven't I been called if I'm still at the top of the out of work list? George gave no answer, outside saying things were slow again. I knew I was being lied to, other people were telling me that work was going good for local people.

I called Buffalo, N.Y. Local 7 on Feb 15, 1983, told to come right up, and go to Sommerset, N.Y. on the 16th of Feb. 1983 for Combustion Eng. It struck me funny, here's a local I had only once worked for before, and yet they need men, and treated you good.

Combustion Eng. Soomerset N.Y. Was certified the first day on the job. Job was building a complete persitatator, about half was done at the time. Job gave me 664.3 field hours, and a total of 5,925.8 field hours.

Clev. local 744 total hours 5,169.5
Buff. local 7 total hours 756.3

5,925.8 total hours in field

On June 25, 1983 I quit the job at Sommerset, N.Y. due to personnal reason that were happening at home. Larry had called that same day and asked if I would go to Hammermill, in Erie, PA which was right at home.
June 27, 1983 United Atkinson at Hammermill, Erie, PA. nights, plant shut down. repairing boiler, recovery boiler. Heli-arc tubes. Job gave me 136 field hours.

Clev. local 744 5,305.5
Buff. local 7 756.3
6,061.8 total hours in field.

Laid-off July 4, 1983. Made mention to Larry about wanting to be on Avon Lake job.
Called Union hall Clev. Ohio 744 on July 6, 1983, told no work available, told I did not have to re-register. Thought this to be funny at the time, I had in over 80 hours, but they told me I did not have to sign up.
Called Union Hall local 744 on July 9, 1983, told still no work.
Went to Union Hall local 744 on July 11, 1983, signed register, told still no work.
Called Union Hall local 744 on July 16, 1983, told still no work, Larry also said that everyone from my last job was still laid-off, I wondered.
Called Union Hall local 744 on July 23, 1983, told still no work, work was slow.
Went to Buffalo, N.Y. local 7 on July 25, 1983 to sign up. Was asked for papers proving I had 8,000 hours in the field, could not produce any. John Barry told me then I would have to sign secondary list, I said okay.

Before I go to far, I would like to mention afew items about the job I was on June 27, 1983 at Hammermill for United Atkinson. My foreman on this job was Joe Pulaski (Pepperoni Joe). On one evening, one man came on the job so drunk he was a danger to us all. While moving a milling motor thru some tubes, he dropped it about 50 feet into the firbox. The foreman, Joe was right there and seen it, at first he that Jones had fallen, but realilized he had dropped the motor. He did mention to him he would be fired if he ever came on the job again like that.

On this same job, I was working with a man named Jack Crawford, he stayed drunk almost the whole job, and everyone knew it. One night, he was so drunk, he messed up trying to weld a tube in the penthouse, and blew a hole the size of a half dollar. Joe told us to cut it, but I told Joe I could repair it, and I did. Nothing has ever been said to most of these men, and I bet no report of it was ever sent to the Union Hall. If your friends of the pushers or foremins, you can do almost anything and still continue to work steady, but if for any reason your not, and you do anything at all, they report you. On this job, I do believe there were atleast 2 permit men, one being Mike Titus.

Called Clev. Ohio Local 744 on August 3, 1983, up date my sheet, told by George that work was real slow again. Made mention to George about what Larry had said concerning Avon Lake, and that Larry had told me it would be loaded with men in Late September or October 1983. I mentioned that I would very much appreciate being put on it, George said thats up to Larry.

Went to Buffalo, N.Y. Local 7 to register for work. Now have to either show up every two weeks or send in Post Card. August 8, 1983

Went to Clev. Ohio Local 744 on August 23, 1983, told still no work, that things were still real slow. I mentioned once again to Larry, that I would very much appreciate being put at Avon Lake when it breaks, because that job would give me well over the 8,000 hours I needed. Larry said he'd see what he could do.

Went to Buffalo, N.Y. Local 7 to re-sign up on August 26, 1983. Told no work.

Larry called me on August 29, 1983, told me to go to Hammermill for United Atkinson at 8 P.M. Larry Novak would be the foreman. This job was a repair to 23 boiler on this job was a local man named Henry, during the whole job, he was taking cocaine and did not keep it quiet, I'm sure the foreman knew. I started on a Monday, during the week, we were short men, so the foreman called in for 4 men for each shift on Friday. On Saturday thinking my friend Kenny would be put on since he did go to the Union Hall on that Friday, was somewhat surprized when he wasn't there at the gate. Only one man showed up, he was John Grass, three others did not show. John Grass told me personnally that he had only called the Union Hall on that Saturday morning, after Joe Spenser had told him they had a call in for men. Here Kenny was signed up, and John was not, yet John was sent out. Also, I heard the reason three others were not sent, was because the Hall said they didn't have the men.

On I believe Wednesday night on September 7, 1983, Henry, the local man, claimed he hurt his back and was in severe pain. He went to the hospital and when he came back, he was sent home. For the next three nights, he came in and sat for 4 hours, and was sent home, but yet he was being paid for all this time, 12 hours each day for 4 days.

I remember a job at Hammermill for United Atkinson, where Ken Mc Clelland received a slight eye injury, and was laid-off that same day, why?

On September 10, 1983 we were all laid-off.

Another incident about this last job that I do believe had something to do with the Union Hall having a gripe with me. On the first few days of this job, Larry Novak had three men welding tubes, Frank Ward, Zitto, and another man, all were friends of his from other jobs, and from his area home town. All three were not certified with United Atkinson, and I mentioned this to Larry, who got very angry with me and told me to mind my own business. Also, this man Henry was not certified and he also did much welding the first few days. I did none.

This job gave to me 153 field hours and consisted of mostly rigging and fitting of economizer tubes and elements. I did some welding but not much.

Total hours so far:

Clev. Local 744	5,485.5
Buff. Local 7	756.3
Total hours in field	6,241.8

Since I was going to Bowling Green, KY on the 15th of September, I made no call or trip to Clev to re-register. I was not interested in another job, at this point.

Larry called me on September 12, 1983, and told me to go to Niles, Ohio for B & W. at the Power Plant. My foreman would be Joe Pulaski. When I arrived there on morning of the 13th, I seen Larry Novak as the night foreman, and the same crew that was at Hammermill when I was there. Also, this local man Henry was right there and working. This meant, that everyone, including myself was probably never re-signed, and put out ahead of others that had been sitting.

*** I have noticed since doing this section, that I have made a seriuos err in my hours that I have received. This err still has me far below what I believe I should have after all these years working out of Clev. Local 744.

Clev. Local 744	5,814.5 field hours
Buff. Local 7	756.3 field hours
Total field hours.	6,570.8

This amount would represent about 38 weeks of 40 hours of work, for me to achieve the required 8,000 hours. After putting in 6½ years at a boiler shop, and being a member of the International during this time, this experience along with the 6,570.8 field hours should well enough be able to work in this trade, but the international and the local 744 have put me and others like me on a list that will not allow any of usto getenough work to live on to support our families.

The way they have referred men out in the past to present have discriminated in me, and have caused me not to get the hours that they now claim I must have. This discrimination has caused me great pain at home. I personally feel I have lost well over $120,000 just in wages, and lost hours in my pension that I will need to retire.

Theodore I Hull

County of Cuyahoga)
State of Ohio) SS
)

Hull
Exhibit No. 8

AFFIDAVIT

I THEODORE I Hull, being first duly sworn upon my oath, hereby state as follows:

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 1258 EAST 37 ERIE, PA 16504

My telephone number is 455-5902 area code 814

I (am) (was) employed by N/A

located at

Concerning the charge filed by me today (June 11, 1984), I make the further allegations against Local 744 Boilermakers. For my background see previous Case 8-CB-5220.

1. I am on the F.S.C. - Federally Secured Compensation program. The program which is an extended unemployment T.I.H. compensation program, requires that I apply for work 3 times a week in my trade. See attached slip from Office of Employment Security

T.I.H.

On May 15, 18 and 31, 1984 I went to Local 744 and spoke with President McManamon. I saw in their referral rules that I could not sign the referral list at 2 locals at the same time. We told McManamon that we thought it wasn't fair, that we should be able to sign up at ~~[illegible]~~ T.A.H. however many locals it takes us to find work. McManamon told us that if he finds out we are signed up at another local, he will pull us off the list. On these occasions when I spoke with McManamon, I was accompanied by Ken McClelland.

2. On or about May 28, 1984 the Local sent or referred 3 Local-members men, including George Brown to the Vogt & Conduit job at Avon Lake, Ohio. At that time I was on the out-of work list and was signed up. I was informed that George Brown and the others came directly from another job, without being unemployed or going to the bottom of the list. In other words they jumped the list. I was told of this by someone on the job, who still

T.A.H.

remain nameless for the present.

3, The Local union violated their own local agreement which is in effect to May 31, 1985. ~~Art~~ Art. Duration p. 24. Art III ~~Sec 9~~ Art. Referral, had all been changed. The result is this 8000 hr business and I have embarked upon the C-Test and with less work they should not be allowed to do this because of the agreement.

Art II Sec 9 a - Qualified Construction says a Boilermaker only needs 4 years of practical experience. This has been changed to 8000 hours.

Art II Sec. 6. Primary Registration - any bonafied resident who shows "satisfactory qualifications". Has been changed to 8,000 hrs in their Local.

3

T.J.W.

I have read this statement consisting of 4 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

X Theodore J. [illegible]
June 11, 1984

Subscribed and Sworn To Before me at
Cleveland Ohio
This 11th day of June, 1984

T. J. Kovzey
Board Agent,
National Labor Relations Board

4

REPORT OF WORK-SEEKING ACTIVITIES – SINGLE WEEK

Social Security No	
Name	
Claim Week Ending	

In order to be eligible for Federal benefits, the Law requires you to make a systematic and sustained effort throughout the week to seek work and to submit a written record of your work-seeking activities for each week that you claim.

This form, as completed by you, is the written record of what effort you have made to seek work throughout the claim week which begins Sunday and ends Saturday. It is necessary to complete it in accordance with the instructions below:

A. Enter your name, social security number, and the week claimed in the spaces provided.
B. LIST THE EFFORTS YOU MADE TO OBTAIN WORK DURING THE WEEK CLAIMED.
C. Please complete and sign on reverse side.

DATE	EMPLOYER NAME AND ADDRESS	EMPLOYER REP. CONTACTED	EMP. PHONE NUMBER	METHOD OF CONTACT	TYPE OF WORK SOUGHT	RESULTS	APPLICATION TAKEN
				☐ In Person ☐ Through other Agency ☐ Phone ☐ Mail ☐ Other			☐ YES ☐ NO
				☐ In Person ☐ Through other Agency ☐ Phone ☐ Mail ☐ Other			☐ YES ☐ NO
				☐ In Person ☐ Through other Agency ☐ Phone ☐ Mail ☐ Other			☐ YES ☐ NO

UC-813A REV 1-80 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY OFFICE OF EMPLOYMENT SECURITY

Hull Exhibit No. 9

June 11, 1984

List of men who are Local men 744, and have either son's or relatives working.

Frank Chesmar, Local 744- son is on permit in 1978
Bob Cassidy, Local 744- son is on permit in 1980 and up, in apprentice program now.
Larry Novak, Local 744- son was on permit, but now almost out of apprentice program.
Lou Weisnye, Local 744, retired- ex-son in law on permit, Stan.
Al Skunda, Local 744- son on permit.
Mike Burkart, Local 744- son on permit in 1978 to 1980, went into apprentice program
Pat Gallegher, Local 744- brother on permit 1984, brother in law on permit Mike Kruchek.
both were at Perry Nuclear Power Plant for years.
Harold (Erector for Vogt & Conant at C.E.I. Plant in 1978 to 1979 at Ashtabula, Ohio,
son was on permit, no experience at all.
Lindy Gardner, retired Local 744- both sons were given books, and one has tranfered into
Clev. Local 744 John Gardner, Bob Gardner still I believe has N.T.D.
Frank Gardner, olderst son, is Local 744 member.
Fluflo, (Nickname.) permit man, did yard work for Larry Mc Manama, worked real steady.
Red (Nickname.) permit man, worked with National Boiler alot, was Larry McManaman neighbor. Worked real steady. Had no experience hardly at all, stood around alot. Was not a welder, burner, or even rigger, did mostly grinding if he worked at all.

These are afew items that we seen personnally, between Ken and I.

Mr. Phillips.

On the evening of June 11, 1984 at 8:25 I talked with John Chabola, on the phone. He was told on a job, by both Larry McManama and Tom Jewell to keep his mouth shut about the $2.00 we were forced to give the local each week we worked. This so called donation went on for years. He's willing to testify to this if need be. His number is 1-814-796-4098. He also does not have his 8,000 field hours, but has shop time at Riley Stoker, here in Erie, PA.

Continueation of statement:
Theodore I Hull
vs.
International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers, and Helpers.
(Larry Mc Manaman, President, Assist. B.M.)

On May 31, 1984, Ken Mc Clelland and myself drove to the Labor Relation Board in Cleveland, Ohio to register our complaints with the board. While at the board, we met with Bill Murphy, who was also filling a complaint with the board. He told us both about his lawyer in Pittsburgh, Pa. Crawford, who had handled the case against the 154 Local in Pittsburgh. What he was telling us sounded real good., and he showed us how the local 744 had been trying to freeze us out. He told us we should contact a man named Gary Boreing, in Indiana, Pa.

When we finished our charges with the Labor Board, Ken and I drove over to the Local to up-date our names on the " C " list out of work list. We arrived at the Union hall at exactly 12:56 P.M., while most of them were at lunch. George was present, when we entered the hall. At the Union hall at this time, to sign up also, was Robert Stockdill, R.D. # 1, Box 54, Ford City, Pa. he was somewhat angry at the hall for being told he would be put on a " B " list, and was looking over the Referral List. I had never met this man before, or ever heard of him. When we signed the blank piece of paper, there were only 2 names ahead of us. Mind you, the Union Hall had now been open for 4½ hours. Stockdill told us later in the parking lot, that one man just ahead of him had just signed. This would mean, that in the 4½ hours or better since the Union Hall had opened, only one man had come into the hall before. I really do believe that this has to be an impossible situation.

We signed our names on the list, which made 4 names total. We asked George if he had any extra copies of the Referral List, to which he said, and I quote." There at the printers." We also asked him at this time where we were on the " C " list. He said he didn't have access to that, we'd have to see Larry. This is when we left and went outside to the parking lot and talked with Stockdill. While we were out there, in just afew minutes, three other members of Local 151 pulled in. They were, Tom Herman, Darryl Bush, and Gary Jones. None had been working very much. Darryl told us he signed under our names, Gary and Tom did not say a word to us, it was like they were told to avoid us.

Called Local 744 on June 7, 1984, Ken Mc Clelland was on my extension, asked George where I was on the " C " list, he had me wait afew minutes, then came back and said I was Ninth (9). This same day, I listened while Ken Mc Clelland called, and he was told by George that he was Number 1. Top of list.

After a conversation I had with Gary Boreing on June 4, 1984, Ken and I had decided to visit with him at his home on June 9, 1984.

On the morning of June 9, 1984 , Ken Mc Clelland and I both drove to Indiana, P.A. to talk with this Gary Boreing. I found this man to be very informed on what was going on. All these years I thought that my situation was one of a kind, but after hearing what Mr. Boreing had to say, it was very obvious that this was nation wide.

I showed Gary all my papers, my charges that were from the National Labor Board, my pay slip showing I was made foreman and payed as such, my work record that I had kept all these years, all my notes concerning Local 744. We talked about my jobs at the Perry Nuclear Power Plant, and welding. Gary Boreing decided, that if I would allow along with Ken, he'd like to tape this all to send to Sen. Hatch. I agreed and we taped everything for two hours. Before we left, Gary gave us three books having to do with Senate hearing over Local 154, and others selling books.

I was somewhat amazed, on how dum I have been all these years, letting Clev. Local 744 and Larry Mc Manaman control me and get away with all these lies he had been telling us all these years.

Never should I have been put on a "B" list, let alone a "C" list. My qualifications surpass most Local 744 members even now. Haveing well over 14,000 shop hours experience in boiler trade at Riley Stoker, should of been enough for any local as proof that I could do most anything they could give you to do.

On June 10,1984 received call from Bill Murphy, said that Ron Hogenmiller has names of local 744 men who went from one job onto the job in Avon Lake for Vogt & Conant, George Brown was one name given. I called Ron that evening, and he verified this information.

Went to Clev. Ohio to the National Labor Board to file more charges against Local 744.
Filed charge for:

Number 1. I am on a F.S. C government program that requires that I sign for work at three location per week or loose my unemployment. The Union Hall says, according to their referral rules, and what Larry Mc Manaman had told me on at least three (3) different occassions, I can not do such, and if he found out, he would immediately remove my name from the list. In other words he is telling me, I can not look for work in my trade any where else, I must sit around waiting for him to put me to work, which wouldn't be very much now that they have me on this illegal list to begin with.

Number 2. While signed up for work and very willing to do such, three men atleast, were jumped from one job to another at Avon Lake, Ohio for Vogt & Conant. One name given to me was George Brown, a local 744 man. Records of this mans payroll and company records can and will prove this.

Number 3. The Local 744 violated their own Work Agreement which was to be in effect from June 1, 1982 to May 31, 1985.

Article 11 section 6. Primary Registration of The Out-of Work List.
Being a bonafied resident within Clev. jurisdiction, I do meet this required qualification, but now they have changed this to read, must have 8,000 field hours in Clev. jurisdiction to qualify, on their referral rules.

Article 11 section 9 (e) Qualified Construction Boilermaker.
One who can satisfactorily establish that he has had four (4) years actual practical working experience in the boilermaking trade, as a foreman, sub-foreman, or boilermaker in the building and construction industry.

They have now added to this statement on their referral rules, must have 8,000 hours in the field.

I do believe that changing these rules to suit their benifit, after allowing myself and others like myself to be discriminated upon, is a shame to this trade and to this International. The International I had always thought was like a watch dog looking over these locals, but I guess I was wrong again. They allowed this discrimination to go on, while still taking our monthly dues. Records could show, any local 744 man would have far exceeded me in pay thoughout the last 6 years.

June 11, 1984

Before Ken and I went to the National Labor Board on June 11, 1984, we stopped at the Union Hall to sign up. We were once given a blank sheet of paper, which George had wrote the date at the top. I'd like to state here and now, we tried on three occassions now to put our local lodge on this paper but were told not to. I asked George if he had yet gotten a copy of the referral rules. He said, and I quote. "Their still at the printers." it seems to me that if it took me this long to get anything printed, I'd be looking for another printer. Ken asked George if he could see the Out of Work list for "C" men, George said, and I quote. "Larry has it." and right after this Larry walked into the room, nothing in his hand, and I asked Larry if I could see the "C" list. Larry looked at George, and said. "Wheres that list?" whereby George reached upon the top of his desk and handed Larry the list. Both Ken and I overheard this all, and seen it, and will swear to this if need be.

I now at this point, asked Larry for a Work Agreement, inwhich he immediately reached into a drawer and handed me one. I thank him for it. We took this book over to the Labor Board. Before we ever left the parking lot at the Union Hall, while we were sitting there, George stuck his head out around the corner to see if we had left the lot yet. He never had done this before in all the times I have been going there.

This is my own opinion of the National Labor Board in Clev. Ohio. In talking with atleast two field examiners now, I get the impression that they would rather not even bother with us, they have a negative attitude from the start. Bringing this last few charges on this day, I felt that we were wasting our time, the examiner could of cared less. He took our information, but we did feel that, he felt we were taking him away from something else he would of much rather been doing.

Theodore I Hull

P.S. Both Ken and I both asked Larry and George for addmission form or applications to join Local 744, since we have been working for over 6 years out of Clev. and we have alwayed lived in their jurisdiction. Larry told us, no, the only way we could get into their Local was going though the Apprentice Course. We thanked them. June 11, 1984

The CHAIRMAN. I understand that, in the 6 years you worked out of local 744, you have only 5,800 hours of work, although you have consistently signed the out-of-work list over that period. Now that is less than 1,000 hours a year. Now I understand that many other workers get well over 3,000 hours in 1 year, and other heliarc welders work almost all the time because heliarc capability, you know, is a rare specialty. Are these correct statements?

Mr. HULL. Yes, they are.

I would like to say something. Like I said, I've got almost 14,000 hours in the shop, which is boiler experience, and the International will not even accept it, so right now I'm being put on a C list which states that I don't have my 8,000 hours, so I've got to sit on the C list and wait for everybody on the A list and B list to be worked before they would even look at a guy on a C list.

The CHAIRMAN. I see. Have you ever asked to examine the local's out-of-work book?

Mr. HULL. Yes, I have. For the last 6 years I have asked on regular occasions, and never seen it until June 7 of this year, and then I was shown that I was ninth place on the C list.

The CHAIRMAN. It seems to me that, for all the talk we had yesterday on how unimportant the 8,000 hours are as far as membership—although we had a lot of talk saying it was important, too—it was confusing talk. When it applied to you they applied it very strictly. Is that correct?

Mr. HULL. Right, so they will not accept my 14,000 hours in a shop, which is boiler experience.

The CHAIRMAN. They wouldn't even accept you as an apprenticeship application——

Mr. HULL. Right.

The CHAIRMAN [continuing]. Even though you had—you were already a good welder.

Mr. HULL. And one particular time I asked about the apprentice course and Larry made a remark to me: He said, "Well, you still have to be approved for the apprentice program."

The CHAIRMAN. I see.

Mr. HULL. It was almost like he had some authority over that.

The CHAIRMAN. Have you ever asked for your place on these out-of-work lists?

Mr. HULL. Yes, I have.

The CHAIRMAN. OK Many times?

Mr. HULL. Yes, I have.

The CHAIRMAN. Well, did they ever tell you?

Mr. HULL. No.

The CHAIRMAN. I thought—they never told you where your place was on the——

Mr. HULL. Not until June 7. They told me I was ninth place. That was the first time——

The CHAIRMAN. Ninth place?

Mr. HULL [continuing]. The first time in 6 years working out of that hall they told me finally.

The CHAIRMAN. That you were in ninth place?

Mr. HULL. Right.

The CHAIRMAN. But you were still not working?

Mr. Hull. Right, and since then I found out 10 men went to work.

The Chairman. Off that list?

Mr. Hull. What list I am not sure of.

The Chairman. Were there any other instances where you could prove that workers were jumped ahead of you on the out-of-work list?

Mr. Hull. Oh, yes. I worked for Kelly Steel, and the man that was riding with me to the job was a friend of mine, Cliff Vaughn. He was a tilesetter, never worked as a boilermaker a day in his life, and we sat around for 3 months at the trailer because there was no work for us. For 3 months we sat in this trailer, and out of the 3 months we worked actually 13 hours of work.

Right after the job was over with, on a Friday, and we got laid off, he was told off to the side, "Monday morning you're starting across the street, working, but don't tell anyone." So we rode home that night and he never said a word to me; the following Monday he started across the street. Now here's a man that had no experience at all in boilermaking steel, and he went to work before me.

The Chairman. I see. Now you told our staff that one of the worst things they did to you in these documented examples was that, although you have 20,000 hours in the trade—actually, you've got around 14,000 hours in-shop welding, is that right?

Mr. Hull. Right, but if you check the international books you wouldn't find that, because my first 14,000 was with Riley Stoker, which they did not pay into the international pension. I lost them. When I quit the shop, I lost all them hours——

The Chairman. So that kept you off the priority list, then——

Mr. Hull. Right.

The Chairman [continuing.] The fact that they did not recognize, what, about 14,000 hours?

Mr. Hull. Right. I've got quite a few people out of my local that are in the same boat as I am.

The Chairman. Is that right? Well, now, even though you have had 20,000 hours——

Mr. Hull. Right.

The Chairman [continuing]. Were others referred out that had less hours than you?

Mr. Hull. Oh, definitely.

The Chairman. Could you give us some illustrations? Let's limit it to those who don't have the 8,000 hours which is clearly delineated in the collective bargaining agreement, and in the opinion of their counsel.

Mr. Hull. OK. Well, I'll give you an example. Just recently, in November of this last year, a man named Mark Parsons was put to work up at East 72d Street. This man had a year and a half in the trade. He is on permit. He is one of the local men's son. He was put to work before me. He was put to work before a lot of other friends of mine. While I was sitting home, signed up on the out-of-work list, being told there was no work, this man went to work.

I know of other jobs where a man named Stan, who happens to be the erector's son of a job for Vogt & Conant, he worked and I didn't.

The Chairman. Is that at full journeyman's wages?

Mr. HULL. Yes, he did. He worked as a full journeyman. He had no experience, other than being the erector's son.

The CHAIRMAN. So you're saying that people who clearly had less hours than you did, less than 8,000 hours when you had 20,000 hours, were put to work?

Mr. HULL. Right. Oh, definitely.

The CHAIRMAN. You mentioned Frank Chesmar, whose son——

Mr. HULL. Frank Chesmar has a son that I believe now he is either in the apprentice program——

The CHAIRMAN. Does Bob Cassidy have a son?

Mr. HULL [continuing]. Bob Cassidy, his boy, Pete Cassidy, who now is in the apprentice program, I met him and he told me he was in the apprentice program but he worked for quite a few years on permit——

The CHAIRMAN. Larry Novak?

Mr. HULL. Larry Novak has a son who is in the apprentice program now, who worked on permit for a while before he went in. John Burkart's son, Mike worked on permit for years before he went in the apprentice program.

The CHAIRMAN. Al Skunda?

Mr. HULL. Al Skunda has got a couple kids, has got a relative that works and a son-in-law.

The CHAIRMAN. Lou Wizni?

Mr. HULL. Louis Wizni, he has got relatives that are working, you know.

The CHAIRMAN. He has an ex-son-in-law.

Mr. HULL. Yes, an ex-son-in-law.

The CHAIRMAN. Pat Gallagher?

Mr. HULL. Pat Gallegher has a brother named Jim on permit, and then we've got a guy named "Fluffo." I don't know his real name. That's a nickname they give him. He happens to be—he does yard work for Larry, so he works all the time. Then we've got another guy named "Red" who lives next door to Larry, apparently, and he works constantly, and both these men knew little about the trade.

The CHAIRMAN. Well, you sat and listened to this 8,000 hour testimony yesterday. How did you make—what did you gather from that?

Mr. HULL. I gathered from what I heard that I could take my 3-year-old boy down and get a membership for him.

The CHAIRMAN. I think you also gathered from that that they are using the 8,000 hour rule to suit their own purposes.

Mr. HULL. Oh, yes, definitely.

The CHAIRMAN. You are not finding—well.

Mr. HULL. I am kind of ashamed, I'll tell you, I'm kind of ashamed to know that some of my union dues goes to pay for that attorney we have, also. [Laughter.]

The CHAIRMAN. I won't comment about that, but I——

[Laughter.]

Mr. HULL. But I would like to say something here: In the few years I have been working for 744, on two occasions I asked to file a grievance. On both occasions I was told they couldn't do it for me. Here I am paying union dues to that union and I have no legal rights to file a grievance.

I also went back to my union and tried to file a grievance and was told I'm in the field now and they cannot do it for me, so I am in limbo. I have no place, no legal representation, yet I pay a monthly dues to my local and pay field dues when I work for the field, so I'm paying two dues and I have no legal rights.

The CHAIRMAN. I see. You raise some interesting points, Mr. Hull. The union argued adamantly last year that we shouldn't get the pension records because we might call somebody unqualified when they had nonfield work beyond the 8,000 hours on their pension records. Now you have 14,000 additional hours, and yet they are calling you unqualified. Is that right?

Mr. HULL. Right.

The CHAIRMAN. So I would say those arguments by the union have not been very consistent, have they?

Mr. HULL. Right. I agree.

The CHAIRMAN. It looks to me like they are bending the rules to suit their own purposes.

Mr. HULL. I agree there, also.

The CHAIRMAN. Well, I am going to write again to President Jones, because I believe he was sincere yesterday——

Mr. HULL. I have a work agreement for local 744, and if possible I would like to submit it to the record.

The CHAIRMAN. Without objection, we will put it in the record at a later point.

Mr. HULL. In it they have a statement here that says, "Duration of Agreement," and it says it should be effective "from June 1, 1982 and shall remain in full force and effect until May 31, 1985," yet the agreement was given to me and everything is crossed out of it.

The CHAIRMAN. I see.

Mr. HULL. This is to suit their own benefit.

The CHAIRMAN. I also am going to write to——

Mr. HULL. I also, to prove from the day I went out in the field, I've got my pay records showing that I went right from the shop to the field and they paid me as a journeyman right from day one. They knew my shop experience was good enough to work me, yet now they don't want to work me.

The CHAIRMAN. But when you became somebody who complained——

Mr. HULL. Right.

The CHAIRMAN [continuing]. About some of these injustices, you got in trouble.

Mr. HULL. On a particular job I went up to a foreman and I said, "You've got three men over there that are welding," I said. "They're not qualified, they're not certified. I am. Why can't I weld." He turned to me and said, "Shut your mouth and go back to work."

The CHAIRMAN. I just wonder how many sheets of paper they'll have with complaints against you?

Mr. HULL. I shouldn't have any.

The CHAIRMAN. I bet it's a big stack, isn't it?

Mr. HULL. I shouldn't have any. I have never quit a job from them, I have never been fired. I have shown up at every job they have ever sent me on. I have never refused a job, as far as I know.

A lot of the jobs I went on, some of the welding tests I took, they always said, "You're one of the best welders we've seen," so by rights they shouldn't have anything. They might come up with them if they've got, you know, these good relationships with these contractors, but——

The CHAIRMAN. Well, I think what I'm being is pretty sarcastic. I suspect that when you start raising your rights and the rights of others, that if people aren't doing what is right, they resent that.

Mr. HULL. Oh, definitely.

The CHAIRMAN. But that doesn't mean you shouldn't do it and shouldn't have the guts to do it for the benefit of every worker in the union, so that these things stop.

Mr. HULL. Then another thing I do want to bring up is the $2 health and welfare fund we were paying into and forced to pay. You either paid it or they wouldn't work you any more, and I was told this right by the steward. He says, "You either pay the $2 or you don't work."

The CHAIRMAN. Well, if everybody was assessed it I don't see too much problem there.

Mr. HULL. Yes, but I didn't benefit from it. If I got sick, I did not benefit.

The CHAIRMAN. Well, what did they do with the $2?

Mr. HULL. I have no idea.

The CHAIRMAN. Every worker out of local 744 paid $2 into a welfare——

Mr. HULL. Every worker that worked out of local 744 paid their $2, which was about maybe up to 3,000 workers. That's $6,000 a week.

The CHAIRMAN. And you don't know what happened to that money?

Mr. HULL. I have no idea what happened to that money.

The CHAIRMAN. But did you ever——

Mr. HULL. I never heard of anybody getting any.

The CHAIRMAN. Did they ever tell you you could take any benefits from that money?

Mr. HULL. No, I was told I could not get benefits from it.

The CHAIRMAN. Well, let me say this: I am going to write to the president of the international.

Mr. HULL. I also want to mention, if I can, they have a boilermakers dance.

The CHAIRMAN. They have a what?

Mr. HULL. They have a boilermakers dinner dance every year. I have been forced to buy tickets for that dance. Either buy them or you don't work, and these were $12.50 tickets.

The CHAIRMAN. I see. Well, I am going to ask President Jones to ensure the 8,000-hour rule is administered fairly—and I believe he will try to do that—and that it is not used to discriminate against people such as yourself who clearly have the hours and, you know, you have had the experience out of these locals and, I might add, Mr. F. D. Hall who was one of the witnesses experienced the same problems you have been saying out of local 154 in Pittsburgh, although he had 29 years prior experience as a welder with the Pullman Standard Cy. Now I have no problems with the 8,000 hours as an objective qualification standard, which it clearly is, but it had better be applied fairly and not against people like yourself, Mr. Hull.

Mr. HULL. Well, what they are doing now is, they put that little word "field" in their agreement. They are saying if you don't have 8,000 field hours, we don't have to work you.

The CHAIRMAN. Yes. Have you ever filed charges with the National Labor Relations Board regarding instances of what you consider to be job discrimination?

Mr. HULL. Right, on two occasions.

The CHAIRMAN. OK. That was when you were laid off at——

Mr. HULL. Perry Nuclear plant the first time, in 1980, when I dropped the charges after Larry McManaman called me up personally and said he would work me steady and fairly.

The CHAIRMAN. Did they honor that promise?

Mr. HULL. For 7 months; after the term of litigation where I could not refile those charges, he dropped me.

The CHAIRMAN. I see. Do you intend to carry your current charges all the way to settlement this time?

Mr. HULL. Yes, I do.

The CHAIRMAN. Have you observed any other abuses by the Boilermakers Union, Mr. Hull?

Mr. HULL. I have observed a lot of them, offhand. Now I've got a lot of them written down here, which will be part of the record.

The CHAIRMAN. Who collected that money on that welfare fund, that $2 a week?

Mr. HULL. The steward or the general foreman.

The CHAIRMAN. I see. You're saying nobody knew where the money went?

Mr. HULL. Well, I'll give you an instance. I know a foreman who has had his book pulled, who didn't turn in $1,000 of that money. The reason he didn't turn it in, he says, "Why should I turn it in? They are just going to spend it." So he kept the money and they ended up pulling his book.

The CHAIRMAN. I see. Well, they could have used it for good purposes but you just don't know what they are.

Mr. HULL. Well, I think he knew, though.

The CHAIRMAN. I see. Now I think you brought an affidavit by Mr. Kenneth R. McClelland, who is a boilermaker out of Erie, PA?

Mr. HULL. Yes, I did. He is another one that is having problems, and he also wanted to testify here but apparently you didn't have time for him or something.

The CHAIRMAN. All right. Well, as I understand it, he claims to have encountered a pattern of discrimination ever since he refused to bet on a football pool run by a union pusher named Bob Moran.

Mr. HULL. Right.

The CHAIRMAN. He also angered the pusher because he had a foreign car.

Mr. HULL. Right. The word out is, if you own a foreign car, this man will hate you.

The CHAIRMAN. Well, without objection, we will put his affidavit in the record.

[Hull exhibit No. 10 follows:]

FORM NLRB-[illegible]
(12-82)

County of Cuyahoga)
State of OHIO) SS

Hull Exhibit No. 1

AFFIDAVIT

I Kenneth R. McClelland, being first duly sworn upon my oath, hereby state as follows:

I have been given assurances by an agent of the National Labor Relations Board that this affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the government to produce the affidavit in a formal proceeding. Upon the closing of this case, the affidavit may be subject to disclosure only in accordance with Agency policy.

I reside at 3904 Fargo st. Erie Pa. 16510

My telephone number is 814-825-6046

I *(am) (was)* employed by N/A

located at

I a member of Boilermakers Local 151, Erie, Pa. I have been a Boilermaker since Jan. '75. I am a Journeyman Boilermaker and have about 5,850 Field Hours as a Boilermaker. I have worked out of the Cleveland Local since Oct. 78.

See my notes attached.

1 Concerning my charge against Local 744 I make the following main allegations. The main reason that the Local has to

FORM NLRB-5168 (12-82) CONTINUED

discriminate against me is that in 1980 I was on a job with Bob Moran who was a "Pusher" or Leadman, and Union member. Moran ran a gambling pool on football games. I did not participate. The Union Steward Jeff Morris told me that Moran was upset with me because I wouldn't bet, and I had a foreign car, and Moran was going to try to "screw" me. Moran is supposed to be best friends with Larry McMananon, B.A. on same office. He is the one I contact at the Union. My relationship with the Cleveland Local has gone down hill since. I asked McMananon once if there was a problem and he said there was no problem.

1. On Nov. 21-83, I was working for Planet Const. at E. 72d St. Cleveland. There was a Mark Parsons on the job. Parsons was a Permit man, he was not a member. Parsons was unqualified to weld or burn. My Pusher told me to instruct Parsons how to burn and weld. Later I was laid-off and Parsons stayed on.

2 I believe the Union determines lay-offs.

VMc

I don't know for sure how the lay-offs are done. I believe the union is the determining factor. I have been told by Ms. Mulnamon that lay-offs are by job seniority. I can't prove it directly but I know from experience that the Local controls the lay-offs.

At the time Parsons was ~~2. The Local engages at job jumping~~ K.Mc. working, Ted Hull was on lay-off, I know. Two other Boilermakers with over 8,000 hours - Paul Ciotti and Camille Presagna, started the same as Parsons did, and they were laid-off and Parsons was not. Even if Parsons started before me he was still unqualified.

2. The second allegation concerns job jumpers. The only things I have are hearsay. Ted Hull told me that Dave Crack and Jerry Bean went from one job to another, without going to the bottom of the list. Paul Ciotti also went from job to job, according to Hull. Ciotti worked at Paasch because a job was requested for. See 3 below

K.Mc

3. Paasch Marine Job, April 1984. I worked at Paasch Marine in Erie on 4/17/84 for one day. When we left we spoke with the mgr. Scordy Burkhart and he told Ted Hull and I that he would try and call us back in a week.

Ted Hull was called in by Paasch on 4/24/84 and 5/6/84. That is when he worked with these job jumpers. On 5/7/84 I and Hull went to Paasch's office to pick up Hulls check. We spoke with Mary? (Scordy's daughter who does all the hiring ~~of~~ or requesting for Paasch). I asked Mary why I wasn't called back to work. Mary said that she had requested both of us for the 4/24 and 5/6 jobs. Hull was called for both jobs and worked with job jumpers and I was not.

5. I worked at United Atkinson Hammermill Erie on 4/2/84. While I was there Joe Spencer came directly from Perry Ohio as General Foreman and worked one day. At that time several others including

KMc

FORM NLRB-5168 (12-82) CONTINUED

Darrell Bush and Gary ~~Johnson~~ Jones K.Mc. fell out of work. This shows ~~that~~ 744 goes around the list.

6. Because of the above I have been held back from making my 8000 hours. The Referral Rules now call me unqualified because of the 8,000 hour field requirement rule. Being a Journeyman, I feel that I am qualified and the 8,000 hours is a phony rule to weed people out. If McManamon was not prejudice towards his family and friends, I should have 8,000 in by now. For example I have never been referred to Perry, which is a long term job.

Erie, Pa field work is referred by Local 744!

FORM NLRB-5168 (12-82) CONTINUED

I have read this statement consisting of 6 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.

X Kenneth R. McClelland
K.Mc.

Subscribed and Sworn To Before me at
Cleveland Ohio
This 31st day of May 1984

T. J. Koozer
Board Agent,
National Labor Relations Board

6

1983 cont.

▨ 8-11 wrote to International about list's ✳
☆ 8-26 signed up Cleve
☐ 8-26 called Buff
☆ 8-29 called Cleve.
☐ 8-31 signed up Buff
☆ 9-7 signed up Ted Layed off from (120 hrs.) N.A. Permit men. Cleve.
☐ 9-13 signed up Buff.
☆ 9-13 called (25 hrs) Ted went to Niles for 2 Days. Permit men. Cleve.
☐ 9-19 signed up Buff
☆ 9-20 signed up in Cleve.
☐ 10-4 signed up in Buff
Ted ☆ 10-6 signed up in Asked Larry about Avon. He said we wldnt want it. 3 days if lucky a week. Cleve.
☆ 10-15 called Cleve.
☐ 10-19 signed up Buff
Ted ☆ 10-25 signed up Larry explained about us being on the B list now. asked about asked then abt Avon. us being on A list prior to this. Larry evaded qustn. Cleve.
☐ 11-9 signed up Buff
☆ 11-11 signed up explained to Larry that I havent had any money since 7-11-83 welder Cleve.
11-21 To 12-30 Planet Const. 224 Cleve.

OCT to OCT. Pension
456.5 hrs

☆ Cleve
☐ Buff.

1984

George said no need to Drive up. save gas

☆ 1-3-84 signed up Cleve.

Ted went to Perry Ohio. called on Fri. start on Mon. Permit men started 1-16

☆ 1-14 called Cleve.

☆ 1-18 called Cleve.

☐ 1-18 called Buff

☆ 1-26 signed up Cleve.

1-31 to 2-16 Unit. AtKn. 193 Erie

☆ 2-17 signed up Cleve.

☆ 3-2 called Cleve.

☆ 3-22 signed up. Cleve.

Joe spencer was Forman welder

4-2 to 4-2 U.A. 12 Erie

☆ 4-3 called. Darrell Bush Forman

4-9 to 4-10 U.A. 16 Erie

☆ 4-10 called Cleve.

4-17 to 4-17 Ted was Forman Paasch Marine 12.5 Erie

☆ 4-18 called Cleve.

Ted told to go to Paasch Marine with Paul Ciotti

☆ 4-24 called Cleve.

☆ 4-30 called Cleve.

Asked about Apprentice course.

☆ 5-1 Ted signed up Cleve.

5-6 Ted go to Paasch

☆ 5-9 called Cleve.

Referrall rules posted but Dated 4-5-84

☆ 5-15 Ted signed up Cleve.

Labor Relations Board Miss Giffin

☆ 5-18 Ted signed up Cleve.

* approx 5850 hrs. to date $10,103.60

—OVER—

The CHAIRMAN. I just want to thank you, Mr. Hull, and I want to thank you, Mr. Danko, for coming. You know, it seems to me that the numbers of boilermakers who are complaining increase all the time. We have had responses from all over the country on some of these things, and it is just unfortunate we don't have time to hear everybody who is complaining, but I do respect you people for coming in and being willing to tell your story.

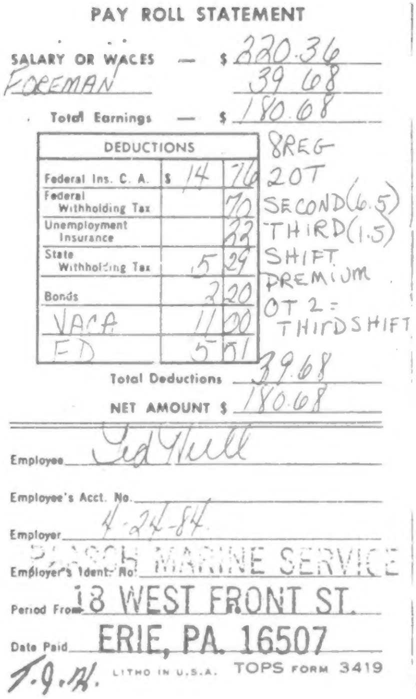
Mr. HULL. Senator Hatch, can I say something? On April 5, 1984 the enacted what is called a C rule, which is what they put me on when they said I didn't have 8,000 field hours. All right. That C rule" just about tells me I won't work. In fact, Larry McManaman has told me to my face, "Unless Hammermill blows up, you probably won't work."

On April 24, 19 days after he put me on the C list" which classifies me as unqualified, he made me a foreman for a week and paid me as such. Now that seems kind of ridiculous, to tell me 19 days earlier I am unqualified and then put me as a foreman on a job afterwards.

The CHAIRMAN. Well, let's put a copy of that in the record as Hull exhibit No. 11.

[Hull exhibit No. 11 and material previously referred to follow:]

Hull Exhibit No. 11



PAY ROLL STATEMENT

SALARY OR WAGES — $ 220.36
FOREMAN 39.68
Total Earnings — $ 180.68

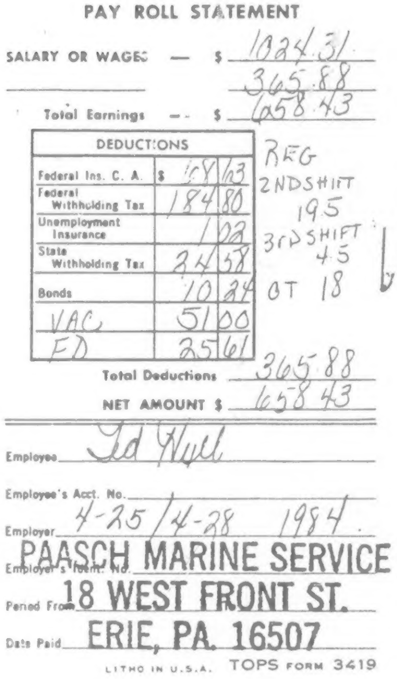
DEDUCTIONS		
Federal Ins. C. A.	$ 14	76
Federal Withholding Tax		70
Unemployment Insurance		22
State Withholding Tax	5	29
Bonds	2	20
VACA	11	00
FD	5	51

8REG
2OT
SECOND(6.5)
THIRD(1.5)
SHIFT
PREMIUM
OT 2 =
THIRDSHIFT

Total Deductions 39.68
NET AMOUNT $ 180.68

Employee Ted Hull
Employee's Acct. No.
Employer 4-24-84
Employer's Ident. No. PAASCH MARINE SERVICE
Period From 18 WEST FRONT ST.
Date Paid ERIE, PA. 16507

T.J.H. LITHO IN U.S.A. TOPS FORM 3419



PAY ROLL STATEMENT

SALARY OR WAGES — $ 1024.31
365.88
Total Earnings — $ 658.43

DEDUCTIONS		
Federal Ins. C. A.	$ 68	63
Federal Withholding Tax	184	80
Unemployment Insurance	1	02
State Withholding Tax	24	58
Bonds	10	24
VAC	51	00
FD	25	61

REG
2NDSHIFT
19.5
3rDSHIFT
4.5
OT 18

Total Deductions 365.88
NET AMOUNT $ 658.43

Employee Ted Hull
Employee's Acct. No.
Employer 4-25/4-28 1984.
Employer's Ident. No. PAASCH MARINE SERVICE
Period From 18 WEST FRONT ST.
Date Paid ERIE, PA. 16507

LITHO IN U.S.A. TOPS FORM 3419

LOCAL JOINT REFERRAL RULES AND STANDARDS

FOR LODGE NO.744

PREAMBLE

WHEREAS, collectively bargained standards for operation of locally administered referral rules are required by federal law and considered of utmost importance for effective, fair and equitable referral of workers for performance of work in the boilermaking industry; and

WHEREAS, the International President and the respective employer chairmen of each Boilermaker National Agreement Negotiating Committee have re-activated and appointed the National Joint Rules and Standards Committee for the purpose of reviewing and revising, where necessary, the Minimum Standards dated September 15, 1959; and

WHEREAS, it is the desire of those employers who by agreement establish the local lodge as their exclusive referral agent to retain some means of effective control of the work force, which is casual and transient by nature of the industry, by negotiated, employment-related discipline implemented ministerially through the offices of the local lodge,

NOW, THEREFORE, the following exclusive referral rules for Lodge No.744 are hereby established:

1. SCOPE

1.1 In accordance with the non-discriminatory Minimum Standards established by the National Joint Rules and Standards Committee and all Project, National, Maintenance and Local No. 744 Collective Bargaining Agreement, the below-signed duly established Joint Referral Rules Committee has adopted the following rules and standards which shall govern the exclusive referral procedure in the geographical area under the jurisdiction of Lodge No.744.

1.2 Normal Labor Market

The normal labor market shall be the area of geographical jurisdiction of Lodge No.744 as allocated or reallocated by the International Brotherhood of Boilermakers.

2. LOCAL JOINT REFERRAL RULES COMMITTEE

In accordance with the Collective Bargaining Agreement and the Minimum Standards established by the National Joint Rules and Standards Committee, the Local Joint Referral Rules Committee shall be selected and empowered as follows:

2.1 Selection:

The Local Joint Referral Rules Committee shall be composed of a minimum of two (2) employer representatives and two (2) union representatives. The employer representatives shall be appointed by the chairman of the local or area employers' negotiating committee. The union representatives shall be appointed by the local lodge business manager.

2.2 Duties:

The Local Joint Referral Rules Committee shall be empowered to establish or modify from time to time, as deemed advisable for the operation of the exclusive referral procedure, any and all rules and regulations, consistent with the Minimum Standards, including the establishment of appropriate out-of-work lists. Such proposed rules or modifications shall be submitted to the National Joint Rules and Standards Committee for approval as to conformance with the Minimum Standards prior to implementation.

2.3 The Local Joint Referral Rules Committee shall require the posting of these exclusive referral procedures and rules at the appropriate registration facility and the actual places of hire at the employers' jobsites.

3. LOCAL JOINT REFERRAL DISPUTES COMMITTEE

In accordance with the Collective Bargaining Agreement and the Minimum Standards established by the National Joint Rules and Standards Committee, the Local Joint Referral Disputes Committee shall be selected and empowered as follows:

3.1 Selection:

A Panel shall be established, consisting of an equal number of neutral employer and union representatives. The union representatives shall be appointed by the International President or his designee and the employer representatives shall be appointed by the chairman of the employers' negotiating committee. A Local Joint Referral Disputes Committee shall be selected from this Panel in equal numbers. In no event, however, will an agent of any party involved in a dispute be allowed to participate as a member of a Local Joint Referral Disputes Committee.

3.2 Duties:

3.2.1 The Local Joint Referral Disputes Committee shall investigate, hear and decide disputes arising out of the exclusive referral procedures, including, but not limited to, disputes arising out of work registration, qualifications and competency of applicants, work referrals, preparation of the referral registration list and application of referral suspensions as specified in Article 8 below.

3.2.2 The Local Joint Referral Disputes Committee shall convene on a monthly basis, as needed, to consider any referral disputes of record which have gone unresolved through the preliminary steps of the local joint referral disputes procedure.

3.2.3 The Local Joint Referral Disputes Committee will have full authority to determine the merit of any dispute properly submitted to it and to fashion appropriate remedies. In cases where the dispute involves a claim of misapplication of exclusive referral procedures by the local lodge acting as referral agent, an appropriate remedy will include payment of lost wages to the disputant by the local lodge only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the exclusive referral procedures. Decisions of the Local Joint Referral Disputes Committee shall be rendered in writing, signed by the committee members, transmitted to all parties to the dispute and reported to the National Joint Rules and Standards Committee. Such decisions shall be final and binding.

3.2.4 In the event the Local Joint Referral Disputes Committee fails to render a decision, it shall submit the dispute to an impartial umpire to be appointed by the National Joint Rules and Standards Committee. The appointed umpire will have full authority to determine the merit of such dispute and to fashion an appropriate remedy. In cases where the dispute involves a claim of misapplication of referral procedures by the local lodge, an appropriate remedy will include payment of lost wages to the disputant by the local lodge only where such misapplication is found to have been the result of arbitrary, discriminatory or capricious conduct in the administration of the referral procedures. The fees and expenses of the umpire will be assessed among the participants at the discretion of the umpire absent prior agreement. Decisions of the Impartial Umpire will be final and binding.

3.2.5 Prior to a request for a Local Joint Referral Disputes Committee hearing, the individual shall exhaust all available remedies with the administrator of the Local Joint Referral Rules.

4. OUT-OF-WORK LISTS

4.1 The local union shall establish and maintain an out-of-work list for registration and referral of qualified boilermaker journeymen and other applicable classifications. Registrants shall be referred from the out-of-work list in a nondiscriminatory, fair and equitable manner. This may include provisions to alleviate inequities or problems that arise due to variations of job duration or job requirements. Additional out-of-work lists for registration of qualified boilermaker journeymen and other applicable classifications may, where circumstances warrant, be established only on the basis of residency and/or work experience in the area of primary labor supply, which shall be a geographical area defined in the terms of state, county, city, or zone boundaries, or a combination thereof as determined by the Local Joint Referral Rules Committee.

4.2 A separate out-of-work list may, where circumstances warrant, be established to facilitate the registration of applicants with less than the qualifications necessary to be classified as a boilermaker journeyman, apprentice or other applicable classification. Such lists shall be maintained and operated in a fair, equitable, and non-discriminatory manner.

5. REGISTRATION

5.1 Lodge No.744 shall establish and maintain an appropriate non-discriminatory registry facility for qualified construction boilermakers, apprentices and other applicable classifications, as defined under the Agreement, who are available for employment and wish to register for referral.

5.1.1 It is the intent of the parties that priority in job opportunities to the extent allowed by law is herein established so as to assure the employers a reliable source of employees experienced at the work standards in this area and so as to assure employees that as they grow older their long service in this area will not go unrewarded. Accordingly, when an employer requisitions employees, referrals will be made in the following order of preference:

5.1.2 Qualified construction boilermakers who have the minimum qualifications as required in Section 6.1.1 of these Rules and who is a bonafide resident, who has established 2 years continuous residency and at least 8,000 hours of boilermaker field construction experience within the geographical jurisdiction of Local 744 or who have satisfactorily served an apprenticeship in the trade of field construction boilermaker (subject to Section 6.1.2 of these rules) within the geographical jurisdiction of Local 744, shall register on the qualified construction boilermaker out-of-work list and shall be given priority referral.

5.1.3 Qualified construction boilermakers that do not meet the established work experience and residency as stated in Section 5.1.2 above shall register on the secondary qualified construction boilermaker out-of-work list and shall be given referral when the primary out-of-work list becomes exhausted.

5.1.4 Qualified construction boilermaker apprentices meeting the requirements of Section 6.1.2 of these Rules shall be registered and referred to employers in compliance with all provisions of these Rules and with the National and Area Apprenticeship Standards.

5.1.5 A supplementary out-of-work list for construction boilermakers not meeting Section 6.1.1 requirements shall be established and shall not exceed 50 applicants and will include those applicants registered and working in the geographical jurisdiction of Local 744.

5.2 Place of Registration

The registry for referral shall be the office of Boilermaker Local No. 744 at 1435 East 13th Street, Cleveland, Ohio, 44114. Office hours begin 8 o'clock AM till 12 o'clock Noon and 1 o'clock PM till 4 o'clock PM, Monday thru Friday.

5.3 Registrar-Dispatcher

The registrar and dispatcher for the exclusive referral system of Lodge No.744 shall be the business manager of the lodge or his designated representative.

6. APPLICANTS FOR REGISTRATION

6.1 BOILERMAKER CLASSIFICATIONS

All applicants for registration on out-of-work lists shall be required to complete a non-discriminatory application form setting forth required personal statistics together with a detailed record of experience and qualifications in the trade in order to be properly registered in one of the following classifications:

6.1.1 Qualified Construction Boilermaker:

Boilermakers shall be qualified for registration on a boilermaker out-of-work list who can satisfactorily establish that they have had at least 8,000 hours actual, practical working experience in the boilermaking trade in the building and construction industry or who have satisfactorily served an apprenticeship in the trade of field construction boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

6.1.2 Qualified Boilermaker Apprentice:

Boilermaker apprentices shall be qualified for registration who can establish they are indentured and serving an apprenticeship as field construction boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

6.1.3 Any other classifications as defined and contained in the applicable collective bargaining agreement.

6.2 SUPPLEMENTARY OUT-OF-WORK LISTS

When an applicant wishes to register and does not qualify as a boilermaker journeyman, apprentice or other applicable classification, he may be registered on any supplementary out-of-work list established for registration of such individuals in accordance with 4.2 of these Rules and referred for work under the terms and conditions of the applicable collective bargaining agreement.

6.3 Confirmation of Availability

Confirmation of availability is of the utmost importance to a local's registry in order to assure the local that the registered applicants are in fact available for work.

6.3.1 All applicants shall be responsible for registering on the out-of-work list individually in person. All registered applicants shall reconfirm their availability in person at least every 14 days in order to maintain their place on the out-of-work list. Non-compliance shall result in being removed from the out-of-work list.

6.3.2 An applicant must be available for call within a reasonable time or the next senior applicant on the list shall be called. The registrar-dispatcher's discretion shall prevail in terms of "reasonable" in consideration of provisions of the employers work order being filled at the time of call. Under normal circumstances (non-emergency) three (3) telephone calls will be considered reasonable.

6.3.3 Any applicant repeatedly unavailable when called and not answering calls on three (3) consecutive days shall be notified by mail to his last known address of the times of calls including dates, removal of his name from the out-of-work list until he personally re-registers and gives assurance of future availability for call.

6.3.4 At no time shall any applicant being signed to any other work list that is in compliance with the National Minimum Standards or employed on any work in the building and construction industries be allowed to register or be registered to Local 744's out-of-work list. Any applicant who registers on Local 744's out-of-work list must confirm that he is not employed in the Boilermaker or Building Trades Construction Industry or registered on any other registration list that is in compliance with the National Minimum Standards or said applicant shall be subject to the suspensions provided herein. An applicant must be immediately available and willing and able to accept a job referral.

7. NON-DISCRIMINATORY REFERRAL

7.1 Competent and qualified registrants shall be referred and employed exclusively from the out-of-work lists in a non-discriminatory, fair, and equitable manner. This shall be done immediately and in accordance with the requirements of the employer's job.

7.2 The union and the employer agree that referral of all classifications of construction boilermakers shall be on the following basis:

7.2.1 Selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by union membership, by-laws, rules, regulations, constitutinal provisions, or any other aspect or obligation of union membership policies or requirements.

7.2.2 The employer retains the right to reject any job applicant referred by the union. In the event the employer does reject the job applicant, the applicant's status on the out-of-work list shall not be affected. The employer shall, upon re-quest give his reasons, in writing, for rejecting anyapplicant who has been referred to him for employment.

7.2.3 The union and the employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the Local Joint Referral Rules. The local referral agency shall furnish to each jobsite a copy of the Local Joint Referral Rules for Posting.

7.3 Requests by employers for key men to act as foremen shall be honored without regard to the requested man's place on the out-of-work list.

7.4 A bonafide request by employers for boilermakers with special skills and abilities shall be honored and filled in accordance with Sec. 7.1.

7.5 Due to the extensive knowledge required of the steward in the application of the bargaining agreement, jurisdiction, etc., the steward shall be appointed by the union without regard to his position on the referral list.

7.6 MINIMUM WORK TIME

Applicants who receive less than eighty (80) hours (employment time available) on the job to which he was referred shall upon re-registering immediately after termination of job be placed on the registration list in the position he occupied prior to his referral; provided however, that a combination of jobs to which the applicant has been referred shall provide a total of employment time of eighty (80) hours shall be considered one (1) job.

7.6.1 In cases of emergency, manning of jobs shall be handled as expeditiously as possible. The determination in these cases shall be made solely by the Business Manager or Business Representative who is dispatching the applicants. Contractors requesting emergency manning of a job shall confirm in writing to Local 744 within forty-eight (48) hours any such emergency situations.

8. SUSPENSION AND REMOVAL FROM OUT-OF-WORK LISTS

8.1 FIFTEEN (15) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a fifteen (15) day period for any of the following:

8.1.1 Accepting a referral and not reporting to the job ready for work at the appointed time unless the individual has a reasonable excuse approved by the employer and business manager.

8.1.2 Quitting or leaving a job without approval from the employer and business manager. Such approval shall not be unreasonably withheld. If requested, the party withholding approval shall timely notify the individual in writing of the reason that such approval was withheld.

8.1.3 Two (2) consecutive refusals of offered employment within the jurisdiction of the local referral facility, unless the individual has a reasonable excuse which is acceptable to the business manager. The excuse or excuses must be noted each time of occurrence on the individuals referral record.

8.1.4 Discharge from employment for just cause.

8.1.5 IMPOSITION AND APPEAL OF FIFTEEN (15) DAY SUSPENSIONS

All suspensions imposed pursuant to Section 8.1 of these Rules shall be immediately imposed and applied against the individual in question upon registration. It shall be the responsibility of the referral agent to advise any registrant or applicant for registration on the out-of-work list of any such suspension. The individual shall have the right to file a timely dispute or grievance, whichever procedure is applicable, challenging the propriety of the suspension imposed; however, such suspension will not be held in abeyance pending exhaustion of the grievance and/or dispute procedure. The time period for invoking the applicable procedure shall begin to run when the affected individual is reasonably notified of the suspension or circumstances requiring a suspension pursuant to 8.1 of these Rules.

8.2 THIRTY (30) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a thirty (30) day period upon a second discharge from employment for just cause within a six (6) month period.

8.3 NINETY (90) DAY SUSPENSION

An individual shall be suspended from the out-of-work lists and ineligible to be referred for employment for a ninety (90) day period for the following:

8.3.1 Intentionally supplying the local referral agency with false data, records, or other information used to establish qualification for registration and/or referral.

8.3.2 Three (3) discharges from employment for just cause within any twelve-month period.

8.3.3 Discharge from employment obtained under the auspices of the exclusive referral procedures for unlawful assault and/or battery.

8.3.4 Intentional interference with proper operation of the exclusive referral procedures by obtaining or seeking to obtain bargaining unit employment with a signatory employer directly, in circumvention of the exclusive referral procedures, or by any other act calculated to circumvent and/or disrupt efficient, fair and equitable operation of the exclusive referral procedures.

8.3.5 Illegal strike activity.

8.3.5.1 Involvement in any illegal strike or any work stoppage, slowdown, or other misconduct intended to effect a curtailment of work in violation of the no strike obligation of the Collective Bargaining Agreement.

8.3.5.2 Insistence upon recognition of any picket when such is in violation of a no strike obligation in the applicable Collective Bargaining Agreement.

8.4 IMPOSITION AND APPEAL OF THIRTY (30) AND NINETY (90) DAY SUSPENSIONS

8.4.1 Any individual against whom a suspension is prospectively to be applied pursuant to the foregoing provisions of 8.2 and 8.3 shall be first given notice and opportunity to have the propriety of such suspension considered through timely invocation of the appropriate grievance and/or dispute procedure. The time period for invoking the applicable procedure shall begin to run when the affected individual is reasonably notified of the suspension or circumstances requiring a suspension pursuant to 8.2 or 8.3 of these Rules. No such suspension will be implemented against any individual except upon a final determination as to the propriety of such suspension in accordance with the appropriate grievance or dispute procedure or upon default or waiver by the individual of his right to grieve or dispute the matter in a timely fashion.

8.4.2 It shall be the responsibility of the referral agent to advise a registrant or an applicant for registration on the out-of-work list of any prospective suspension then outstanding. Assuming that applicable time limits have not yet expired, the registrant or applicant for registration must, at that time, make an election either to initiate the appropriate procedure or waive any right to do so. Failure to invoke the applicable procedure in a timely fashion will, in any event, constitute default. If the appropriate procedure is initiated in a timely fashion imposition of any suspension will be held in abeyance pending a final determination pursuant to 8.4.4 below.

8.4.3 If the registrant or applicant for registration waives invocation of the appropriate grievance or dispute procedure, or defaults, the suspension will become effective and will be applied immediately as to one who is then registered and applied against any other upon registration.

8.4.4 Should a registrant or applicant for registration elect to contest in a timely fashion any action which may lead to a suspension pursuant to 8.2 or 8.3 then such individual will be registered on the out-of-work list and be considered eligible for employment during the pendency of such grievance or dispute. Should any suspension be ultimately determined appropriate as against that individual by virtue of a final decision achieved through either the appropriate grievance or dispute procedure then such suspension will be applied immediately against that individual if then registered, or upon registration when next he registers for referral.

8.5 IMPOSITION OF AND APPEAL FROM SANCTIONS FOR SERIOUS OR CHRONIC MISCONDUCT

8.5.1 Misconduct demonstrating an individual's unsuitability for further employment as a field construction boilermaker (e.g. acts of violence sabotage, serious and chronic violations of referral rules) will be referred to the National

Joint Rules and Standards Committee for consideration and recommendation. Such misconduct may be cause for more serious disciplinary action up to and including permanent removal from all out-of-work lists in conformance with the the Minimum Standards.

8.5.2 Should the National Joint Rules and Standards Committee be caused to believe that an individual has in accordance with the preceding paragraph, demonstrated himself unsuitable for further employment as a field construction boilermaker, that committee shall advise the individual in question in writing of its tentative conclusions and provide a reasonable opportunity for such individual to show cause why serious disciplinary action up to and including permanent removal from all out-of-work lists in conformance with the Minimum Standards should not be imposed.

8.6 GRIEVANCES AND REFERRAL DISPUTES

In the operation of these exclusive referral procedures, referral suspensions may be imposed either as a direct result of employer action or by ministerial action of the referral agent in the course of administrating the provisions of exclusive referral procedure.

8.6.1 Grieve Employer Action

If the suspension would not be imposed but for action taken by an employer, such employer action and related suspension must be grieved through the basic grievance procedure of the applicable collective bargaining agreement. (e.g. a discharge for asserted just cause and related fifteen (15) day suspension).

8.6.2 Dispute Hiring Hall Action

If the suspension is otherwise imposed as the result of ministerial action of the referral agent such is properly the subject of the referral disputes procedures (e.g. two (2) consecutive refusals of offered employment) as are all complaints concerning fair, equitable, and nondiscriminatory operation of the referral procedures.

8.6.3 Cumulative Suspensions

If an individual grieves an employer action the consequences of which could include a suspension of cumulative duration (thirty (30) and ninety

(90) day suspensions for repeated discharge for just cause) such circumstances will be reviewed by the Local Joint Referral Disputes Committee upon exhaustion of the basic grievance procedure and prior to imposition of any cumulative suspension.

8.6.4 RESCISSION OR MODIFICATION OF SUSPENSIONS

Both the employer and union representatives to the basic grievance procedure and/or the Local Joint Referral Disputes procedure, as to all matters properly presented, shall be empowered to rescind or modify any suspension in accordance with the requirements of extenuating or mitigating circumstances adduced.

9. LOCAL JOINT REFERRAL DISPUTES PROCEDURE

9.1 RESOLVING A REFERRAL DISPUTE WITH THE BUSINESS MANAGER

An individual must first make an earnest effort to resolve his dispute with the local union business manager who is responsible for the administration of the Local Joint Referral Procedures. This must be done within seven (7) calendar days of the time the individual becomes aware of the event or events giving rise to the dispute. If the matter is not satisfactorily resolved, the individual may submit the matter for a hearing by a Local Joint Referral Disputes Committee. This must be done by written notice to the business manager within seven (7) calendar days following failure to reach settlement of the dispute outlined above.

9.2 APPOINTMENT OF LOCAL JOINT REFERRAL DISPUTES COMMITTEE

The business manager shall refer the written dispute to the chairman of the Employers' Negotiating Committee and the International Vice-President. The Vice-President and employer chairman shall then appoint the respective members to the Local Joint Referral Disputes Committee. The individual and the business manager may be required to submit, in writing (in advance of any hearing), any information needed to properly resolve the dispute.

9.3 APPEARANCE BOND

Individuals filing a written notice to the business manager for a Local Joint Referral Disputes Committee hearing, must attach to the written notice a good faith bond in the amount of $50.00. The bond will be returned to the individual if he in fact appears before the Local Joint Referral Disputes Committee or if he is excused from the need to appear before the Disputes Committee.

10. REPORTING OF SUSPENSIONS BY LOCAL LODGES AND NATIONAL COMMITTEE

All suspensions imposed shall be reported immediately on appropriate forms to the National Joint Rules and Standards Committee and to the individual. Suspensions for violations under 8.3.5 will be applied in all local lodge referral agencies governed by the Minimum Standards unless such suspension is otherwise modified in accordance with the basic grievance procedure or the Local Joint Referral Disputes procedure.

11. REPORTING BY EMPLOYERS

Employers shall cooperate with the referral agent by providing all information necessary and relevant to proper functioning of the referral system including written termination reports stating time, date and reason for any and all terminations.

12. REFERRAL AND TERMINATION RECORDS

It shall be the responsibility of each employer to provide and each local lodge to maintain detailed and accurate referral and termination records for each applicant referred to work within the jurisdiction of the local. Such records shall be subject to review and use by any duly appointed Local Joint Referral Disputes Committee or the Local Joint Referral Rules Committee.

13. AUDIT

The National Joint Rules and Standards Committee or its designated representative shall have the right to audit, at any time, the operation of any exclusive referral procedure that is subject to the Minimum Standards.

14. CHANGE OR MODIFICATION

The Joint Referral Rules may be changed or modified from time to time by the Joint Referral Rules Committee, subject to the provisions of Article 2, Section 2.2.

15. GENERAL SAVINGS CLAUSE

It is not the intent of the Joint Referral Rules Committee in operating under the Rules, Regulations and Standards set forth herein to violate any laws or any rulings of any governmental authority or State agency having jurisdiction of the subject matter contained herein, and it is understood and agreed between the members of the Joint Referral Rules Committee that, in the event any provision or provisions of the Rules, Regulations and Standards shall be held contrary to law, it shall not affect any other provisions hereof.

EFFECTIVE as amended this 5th day of April, 1984.

LOCAL JOINT REFERRAL COMMITTEE:

For the Employers:

Richard Kreal
Planet Const. Company

Jack Motz
Jack Motz
Superior Erection Co.

Bernard Weir
Bernard Weir
Norris Brothers Co.

For the Union:

Lawrence J McManamon
Lawrence J. McManamon

Patrick M Gallagher
Patrick M. Gallagher

Louis R. Jewel
Louis R. Jewel

NATIONAL JOINT RULES & STANDARDS COMMITTEE

Dan Freeman

The CHAIRMAN. We appreciate your testimony here today. We are going to take about a 5 to 10 minute recess, and then we will call the last couple of witnesses we have. With that, we will take a short recess.

[Recess taken.]

The CHAIRMAN. We will hear from two employer witnesses now at this time, Mr. Ronald L. Pinson, vice president of Engineering and Construction Services at Georgia Power Co. and Albert W. Malone, manager of Construction Craft Labor and Safety for Alabama Power Co.

We are happy to have you here. Mr. Pinson, we will take your testimony first and then we will go to you, Mr. Malone, second.

Mr. PINSON. Thank you. Senator, that middle initial is Ronald H.

The CHAIRMAN. All right. We'll stand corrected on that.

STATEMENT OF RONALD H. PINSON, VICE PRESIDENT, ENGINEERING AND CONSTRUCTION SERVICES, GEORGIA POWER CO.

Mr. PINSON. Mr. Chairman, we are happy to be here to discuss our experience with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, & Helpers Union. In 1983 we were informed that your committee was conducting an oversight investigation concerning the Boilermakers Union, and we were informed that during the course of these investigations there were allegations that unqualified journeymen were being referred to construction sites at various places in the United States and that individuals who were not qualified to be welders were somehow or other being permitted to work on various construction sites, including nuclear construction sites.

Georgia Power Co. is an electric utility in the State of Georgia. We operate two nuclear units at Baxley, GA, fossil fuel plants at nine other locations, and hydroelectric plants at 19 locations in the State. We provide power for over 1.2 million customers in the State of Georgia. Our company is presently in the process of building Plant Vogtle, which is a two-unit nuclear plant located in Burke County, GA, and Plant Scherer, which is a four-unit coalburning plant located in Monroe County, GA, as well as hydro facilities at two other sites.

Nearly all of our construction projects conducted at Georgia Power in the post-World War II era have involved the use of workers referred by the Boilermakers Union. We have found their work to be of high quality and we have been pleased with the work which has been performed on Georgia Power facilities by workers referred to our contractors by the Boilermakers.

Boilermakers are used more extensively in coalburning plant construction because of the large steam boilers that are used there. To give you an example, there are approximately 60 boilermakers working on our Plant Vogtle nuclear construction site today, but there are approximately 157 boilermakers working on our Plant Scherer coalburning plant. There is a much greater volume of pipe at nuclear plants, so there is a greater reliance on workers referred by the United Association of Journeymen and Apprentices of the Plumbers and Pipefitting Industry of the United States and Canada at these sites. To give you an example, at Plant Vogtle now there are approximately 2,800 pipefitters, while there are only 160 at our Plant Scherer job.

Our company has been satisfied with the Boilermakers' quality of welding at coalburning plants, because mainly of the good results that we have obtained. When the plants have been hydrostatically tested for leaks, the company has encountered as few as no leaks out of 32,400 boilermaker field welds. When the first two units at our Plant Scherer were tested in 1981 and 1983, respectively, there were only three leaks in the reheater section of unit 1 boiler and six leaks in the reheater section of unit 2 boiler, and there were no leaks in the boiler sections, so that there were a total of nine leaks out of 39,108 boilermaker field pressure welds.

In addition to this, boilermakers from local lodge 26 who were responsible for this work did all the boilermaker work at Georgia Power Co.'s Plant Hatch. This is our nuclear station that is in operation. The last of these two units has been in operation for over 5 years and we have not encountered any significant problems to date which we determine to be attributable to work done by the boilermakers. Our contractors have also used boilermakers to perform renovation on our existing plants in addition to new construction and we have been, once again, satisfied with the quality.

With regard to the allegations which have been made before your committee, especially with regard to nuclear plants, we are happy to report that we have not had any indication that Boilermakers Local Lodge 26 has been sending unqualified workers to our facility at Plant Vogtle. When a worker is referred through the Boilermakers' hiring hall to Plant Vogtle and the worker is going to be responsible for doing any welding work, the welder must be certified as a welder at the site by the contractor and no union certification is considered.

In most instances, the welding examinations which are given to workers are conducted by members of the quality control department of the contractor's organization. The testing procedures which are used and the test results are audited periodically by members of the Georgia Power Co.'s quality assurance organization. An applicant may be certified for one of a number of welding techniques, and the employee can then only be used to perform those techniques. As an example, employees may be certified for stainless steel welding or heavy-wall pipe welding in various positions, such as flat, vertical, or overhead positions.

The employee's welding records are maintained by the contractor and the records are periodically audited by the Georgia Power Co. In a few instances where a contractor did not have the capability to administer tests on the site, Georgia Power Co. personnel actually did the welding certifications.

After the test results are recorded, these certified results are checked before any employee will be given a welding rod, which is checked out on a daily basis. All employees use identifications which contain their photograph and their employee number.

In 1983 there were suggestions that an individual employee named Ricky Allen Farley was welding at Plant Vogtle at a time when he was not fully qualified. Our records indicate that he was initially tested on February 25 and 26, 1981, and that he was certified as a welder by our contractor, Pullman Power Products. We can identify with our records each and every weld that this employee made while he was employed at the Vogtle site between 1981 and 1982, and after these allegations were made with regard to his competency we checked and determined that each of the welds that he performed was satisfactory.

The CHAIRMAN. Let me just interrupt you there. You know, regarding Ricky Farley, the criticism was that he worked as a foreman when he was actually a trainee and he got foreman's pay. He did confirm that with us back in 1983, so that was the criticism. It wasn't——

Mr. PINSON. Yes, Ricky did work as a foreman for some 13 or 14 days.

The CHAIRMAN. But he was only a trainee at the time, you see. That was the criticism.

Mr. PINSON. Well, he was referred as being a welder. He was being paid at the journeyman's rate.

The CHAIRMAN. I understand. That's the point.

Mr. PINSON. When an employee is referred to the job site, he is classified for pay purposes to be either a journeyman or an apprentice, and we understand the journeyman's classification to mean that the employee has completed the Boilermakers' apprenticeship program which is available for applicants over the age of 18. We also note that other employees or job applicants may be provided with a helper trainee program outside of the apprenticeship program and that, under the Boilermakers Southeastern States Articles of Agreement of 1981, individuals who have obtained 8,000 hours of experience in the trainee program may also be certified as journeymen for pay. Trainees who have established their qualification as ASME code welders may also receive the journeyman's rate when performing work on code welds. I am pretty sure that Ricky falls in that latter category.

We use our onsite quality control inspectors from Georgia Power Co., together with contractors' management, in order to ensure the quality of work performed by various journeymen. Whenever a contractor determines that an employee is not performing satisfactorily on the job, he will be dismissed due to poor performance.

The Boilermakers have not been noted to have any particular problem in this area. It has been our experience at Plant Vogtle and at other sites where our contractors employ members of the Boilermakers Union, that we have rarely encountered cases where employees have been sent to the job site as journeymen who have not been qualified to do journeyman's work.

We use boilermakers to perform other tasks besides welding. They install condensers, boilers, as well as hangers, platforms, and associated equipment for the systems which they install. Therefore, they do layout work, rigging, fitting, as well as other work in the boilermaker classification.

That concludes my formal statement and I will be happy to respond to any questions that you may have.

[The prepared statement of Ms. Pinson follows:]

STATEMENT OF RONALD L. PINSON, VICE PRESIDENT, ENGINEERING AND CONSTRUCTION SERVICES OF GEORGIA POWER COMPANY, BEFORE THE SENATE COMMITTEE ON LABOR AND HUMAN RESOURCES ON THE EXPERIENCE OF GEORGIA POWER COMPANY AND ITS CONTRACTORS WITH CONSTRUCTION WORKERS REFERRED TO ITS CONSTRUCTION SITES AND POWER PLANTS BY LOCALS OF THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS UNION

For Presentation June 20, 1984

STATEMENT BY MR. RONALD H. PINSON

Mr. Chairman, we are happy to be here to discuss our experience with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers Union (the "Boilermakers"). In 1983 we were informed that your Committee was conducting an oversight investigation concerning the Boilermakers' Union, and we were informed that during the course of these investigations, there were allegations that unqualified journeymen were being referred to construction sites at various places in the United States and that individuals who were not qualified to be welders were somehow or other being permitted to work on various construction sites, including nuclear construction sites.

Georgia Power Company is an electrical utility in the State of Georgia, and it operates two nuclear units at Baxley, Georgia, fossil fuel plants at nine other locations and hydroelectric plants at 19 locations in the State of Georgia to provide electric power for over 1.2 million customers in the State of Georgia. The Company is presently in the process of building Plant Vogtle which is a two-unit nuclear plant located in Burke County, Georgia, and Plant Scherer which is a four-unit coal burning plant located in Monroe County, Georgia, as well as hydro facilities at two other locations.

Nearly all construction projects conducted at Georgia Power Company in the post-World War II era have involved the use of workers referred by the Boilermakers' Union. We have found their work to be of high quality, and we have been pleased with the work which has been performed on Georgia Power Company facilities by workers referred to our contractors by the Boilermakers. Boilermakers are used more extensively in coal burning plant construction because of the large steam boilers that are used there. For example, there are approximately 60 boilermakers working on the Plant Vogtle nuclear construction site today, but there are approximately 157 boilermakers working at the Plant Scherer coal burning plant construction site. There is a much greater volume of pipe at nuclear plants, so there is a greater reliance on workers referred by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada ("Pipefitters") at these sites. For example, there are approximately 2,823 Pipefitters at the Vogtle nuclear construction site, while there are only about 160 Pipefitters at the Scherer coal burning plant construction site today.

The Company has been satisfied with the Boilermakers' quality of welding at coal burning plants, because of the good results obtained. When the plants have been hydrostatically tested for leaks, the Company has encountered as few as no leaks out of 32,400 Boilermaker field-installed pressure welds when large coal burning plants have been initially tested. When the first two units at Plant Scherer were tested in 1981 and 1984, respectively, there were only three leaks in the reheat section of Unit 1 and six leaks in the reheat section of Unit 2, and there were zero boiler leaks, so that there were only nine leaks out of 39,108 Boilermaker field-installed pressure welds. In addition to this, Boilermakers from Local Lodge 26, who were responsible for this work, did all of the Boilermaker work at Georgia Power Company's Plant Hatch. The last of two units there has been in operation for over five years, and we have not encountered any significant problems to date which we determined to be attributable to work done by the Boilermakers. Our contractors have also used Boilermakers to perform renovations on our existing plants in addition to new construction, and we have been once again satisfied with the quality of the work performed by the workers referred from the Boilermakers' Hiring Halls.

With regard to the allegations which have been made before your Committee, especially with regard to nuclear plants, we are happy to report that we have not had any indication that Boilermakers' Local Lodge 26 has been sending unqualified workers to our facility at Plant Vogtle. When a worker is referred through the Boilermakers' Hiring Hall to Plant Vogtle and the worker is going to be responsible for doing any welding work, the worker must be certified as a welder at the site by the contractor and no union certification is considered.

In most instances, the welding examinations which are given to workers are conducted by members of the quality assurance department of a contractor's organization. The testing procedures which are used and the test results are audited periodically by members of Georgia Power Company's quality assurance organization. An applicant may be certified for one of a number of welding techniques, and the employee can then only be used to perform those techniques. For example, an employee may be certified for stainless steel welding or heavy walled pipe welding in various positions, such as flat, vertical, or overhead positions. The employee's welding records are maintained by the contractor, and the records are periodically audited by Georgia Power Company's quality assurance organization. In a few instances where a contractor did not have the capability to administer the tests at the site, Georgia Power Company personnel at the site actually conducted the tests.

After the test results are recorded, these certified results are checked before any employee will be given a welding rod, which is checked out on a daily basis. All employees use identification which contains their photograph and their employee number.

In 1983 there were suggestions that an individual employee named Ricky Allen Farley was welding at Plant Vogtle at a time when he may not have been fully qualified.

Our records indicate that he was initially tested on February 25 and 26, 1981, and that he was certified as a welder by our contractor, Pullman Power Products, Inc. We can identify with our records each and every weld that this employee made while he was employed at the Plant Vogtle site between 1981 and 1982. After allegations were made with regard to his competency, we checked and determined that each of the welds that he performed was satisfactory.

When an employee is referred to the job site, he is classified for pay purposes to be either a journeyman or an apprentice. We understand the journeyman's classification to mean that the employee has completed the Boilermakers' apprenticeship program, which is available for applicants over the age of 18. We also note that other employees or job applicants may be provided with a helper trainee program outside of the apprenticeship program and that under the Boilermakers' Southeastern States Articles of Agreement of 1981, individuals who have obtained 8,000 hours of experience in the trainee program, may also be classified as journeymen for pay. Trainees, who have established their qualification as ASME code welders, may also receive the journeyman's rate when performing work on code welds, even if they do not have 8,000 hours of experience or a journeyman's classification.

We use our on-site quality control inspectors from Georgia Power Company, together with the contractor's management, in order to ensure the quality of work performed by various journeymen. Whenever a contractor determines that an employee is not performing satisfactorily on the job, he will be dismissed due to poor performance.

The Boilermakers have not been noted to have any particular problem in this area. It has been our experience at Plant Vogtle and at other sites where our contractors employ members of the Boilermakers' Union that we have rarely encountered cases where employees have been sent to the job site as journeymen who have not been qualified to do journeyman work.

We use Boilermakers to perform other tasks besides welding. They install condensers and boilers, as well as the hangars, platforms and associated equipment for the systems which they install. Therefore, they do layout rigging, erecting and fitting, as well as other work in the boilermakers classification.

If the Committee has any questions, I shall be happy to respond.

The CHAIRMAN. Thank you so much. Let's turn to Mr. Malone and take your testimony at this time.

STATEMENT OF ALBERT W. MALONE, MANAGER, CONSTRUCTION CRAFT LABOR AND SAFETY, ALABAMA POWER CO.

Mr. MALONE. We also would like to express our appreciation for this opportunity, Senator.

I am Albert W. Malone. I am manager of Construction Craft Labor and Safety for Alabama Power Co. Alabama Power Co. is an electric utility with approximately 10,000 employees, and we provide electrical service to over 1 million customers in the State of Alabama.

Alabama Power Co. has seven coal-fired electric generating plants, one nuclear generating plant, and 14 hydroelectric generating plants. The total capacity of these plants is in excess of 8.5 million kilowatts.

From the time 'eriod from 1980 to date we have worked as few as 80 and as high as 500 boilermakers on our system. These have been employees of Alabama Power Co.'s contractors. These boilermakers have been employed principally on four major construction projects: completion of the Joseph M. Farley nuclear unit 2; completion of the R.L. Harris Dam hydroelectric project; near completion of the J.H. Miller, Jr. steam plant unit 2; and the redevelopment of our Mitchell Dam hydroelectric plant. At the current time two major projects are underway, the Miller steam plant project and the Mitchell Dam redevelopment project.

In addition, during this time period the regular scheduled contract maintenance on all of our facilities was accomplished with construction craft labor.

It's the policy of Alabama Power Co. to construct its generating facilities in such a manner as to provide the safest, most reliable and economical facilities possible. In accord with this policy, we maintain a close and continuous liaison with the contractors and their source of craft labor, including the International Brotherhood of Boilermakers and its local unions.

We are concerned by allegations that electric generating plant facilities have been affected by the referral and utilization of incompetent craftsmen, specifically in this investigation as we understand it, boilermakers. We are not knowledgeable concerning the internal affairs of the boilermakers international and its local unions. What we are knowledgeable about is the employment of that union's members in the construction and contract maintenance of our generating facilities.

The CHAIRMAN. So that is all you are testifying about here today, is that with regard to your facilities, you feel that the boilermakers union has acted properly and responsibly, both in referral of employees and also in the work that was done by those employees.

Mr. MALONE. We are generally not knowledgeable about the referral process, sir, but certainly we have been satisfied with the overall quality of the workmen who have been referred to our sites.

The CHAIRMAN. All right.

Mr. MALONE. We do feel that we should note for your record that we are unaware of any incident or activity in our area which would raise a question as to the integrity of any boilermaker official with whom we maintain a working relationship. Nonetheless, as a responsible public utility we must assure ourselves that the highest quality welding performance is achieved. To do so, we use a three-check process on all of our Alabama Power Co. projects.

First, prior to the actual employment by the contractor, each welder is tested and certified as to his ability to perform the type of welding he would be expected to do on the project.

The CHAIRMAN. Who tests and certifies for you?

Mr. MALONE. This is accomplished in several different ways, sir. It depends on the specific contractor. A large construction contract, the contractor himself may establish the certification facility. A small job, it may be done by an independent contractor just for that purpose. On the nuclear site and on our fossil plant, we actually have facilities that we maintain for our company, and we will either permit the contractors to use them—in which case we monitor his testing—or we will accomplish the testing for him and provide him the results.

The CHAIRMAN. Now when you say you monitor, does that mean every test, every minute of every test that is made?

Mr. MALONE. No, sir, I wouldn't say every minute.

The CHAIRMAN. In other words, you audit them and you look at the test results, and you basically certify whatever the welding testing superviser says is right, if it is right.

Mr. MALONE. Yes, sir.

The CHAIRMAN. OK.

Mr. MALONE. The second check is for each contractor to inspect his employee's work for compliance with detailed quality specifications which we provide; and, third, Alabama Power Co. follows behind the contractor and has its quality control specialists perform nondestructive examination of up to 100 percent of the welds completed by each individual. We utilize visual, dye-penetrant, and radiographic examination, and these tests are performed and record is maintained in such a way that, should an individual establish an unsatisfactory pattern of performance, he can be immediately removed from the work.

The CHAIRMAN. Do you do that on all the welds, visual, dye-penetrant, and radiographic, or just on spot checks?

Mr. MALONE. Sir, depending on the code requirements for the weld, we will conduct the actual examination to that code and in some cases we will exceed it, and that code will specify the type of test used.

The CHAIRMAN. But do those code specifications generally mean checking every weld that is made or just spot-checking?

Mr. MALONE. Dependent, again, sir, on the type of facility; on a nuclear project, 100 percent.

The CHAIRMAN. And you check every weld on a nuclear facility with all three, visual checks, dye-penetrant, and radiographic examination?

Mr. MALONE. Normally, sir, if it is the type that requires a dye-penetrant you would not do a radiographic.

The CHAIRMAN. OK, but every weld is checked with visual and dye-penetrant or radiographic check, on a nuclear plant.

Mr. MALONE. On the nuclear plants, yes, sir.

Our experience has been, in general, that the Boilermakers are providing our contractors with qualified welders, and there is no information available to us that would raise a question in that regard.

On behalf of my company, I would like to thank you for the opportunity to appear before the committee and to testify as to our experience in this important area of your concern. Certainly we also are free to answer any questions you might have.

The CHAIRMAN. Thank you.

Could I ask both of you who requested you to testify here today?

Mr. PINSON. My secretary got a call from, I think, an attorney representing the Boilermakers. I did not talk to him personally.

The CHAIRMAN. Was that Mr. Elbaor?

Mr. PINSON. Yes, sir.

The CHAIRMAN. Was that the same in your case?

Mr. MALONE. No, sir. I received a call from Mr. Charles Jones.

The CHAIRMAN. OK, and he asked you to testify?

Mr. MALONE. Yes.

The CHAIRMAN. I want to thank you both for your testimony.

Do either of your companies employ boilermakers out of local 154 or 687?

Mr. PINSON. Not directly.

Mr. MALONE. Not directly, no, sir.

The CHAIRMAN. So you really can't testify directly with regard to boilermakers out of those two locals.

Mr. PINSON. I cannot.

Mr. MALONE. No, sir. You must understand that local 687 is a part of District Lodge 57 of the Boilermakers, and as such some members of 687 could be being referred out of other locals there.

The CHAIRMAN. But you really can't speak specifically or definitively about those two lodges or locals or about the workers who are referred out of those two lodges or locals.

Mr. PINSON. No, sir, I cannot.

The CHAIRMAN. Do either of you have any evidence that would tend to support or rebut the specific allegations made by the rank-and-file witnesses during our hearings that this committee has held?

Mr. **Malone**. Sir, I have not been privy to a great deal of that information, so I really would be unable to answer.

The **Chairman**. So you really don't know.

Mr. **Pinson**. No, sir, I cannot.

The **Chairman**. So neither of you really can support or rebut what they have said here, except with regard to your own sites, and the quality of work on yours has been good. See, our contention here isn't that all boilermakers are bad or that all locals are bad.

Mr. **Pinson**. No.

The **Chairman**. Our contention is that we have had some problems in some of these areas where these men have worked out of.

Do any of the contractors who build your plants have an incentive fee or a fixed price contract that would induce them to hold down labor costs? Are all your contracts cost-plus or are they fixed-fee, or how have you handled them?

Mr. **Malone**. Again, they vary, sir. Again, it depends on the specific work, the timeframe it comes up in——

The **Chairman**. Let's talk about nuclear powerplants. On your nuclear powerplant, was that a fixed-price contract or was it a cost-plus contract or was it a combination, if you recall?

Mr. **Malone**. I really don't know, sir.

The **Chairman**. How about you?

Mr. **Pinson**. I can comment on Georgia's. Most of our contracts on our nuclear plants are what we call fixed-fee contracts. Specifically, the contractor would be paid a fee to manage the project. Now this fee would not be contingent——

The **Chairman**. Sure, but that's to manage the project, but you pay for all costs.

Mr. **Pinson**. We pay for all the costs. Now in that type of contract there is not an incentive to work more people. In other words, his fee is the same if he works—well, not exactly the same. It is based a little bit on the number of people there but there is not an incentive just to load——

The **Chairman**. But he doesn't lose if more people work than you really need. He still gets the same fee.

Mr. **Pinson**. We have some contracts that have incentives on the end and target man-hours, that he would lose if he loaded the job up and used too many hours.

The **Chairman**. Mr. Pinson, you state that—you indicated that you are fully aware of what constitutes a journeyman in the Boilermakers Union, either having completed an apprenticeship program or having put in the 8,000 hours. You knew that?

Mr. **Pinson**. Yes.

The **Chairman**. There is no question about that, is there?

Mr. **Pinson**. No question that that person that goes through that is classified as a journeyman.

The **Chairman**. And there is no question that the union people know that as well, is there?

Mr. **Pinson**. That's correct.

The **Chairman**. Well, see, we had all kinds of testimony yesterday where they just didn't seem to understand, even though it is in black and white. Their own attorney put it down as a formal written opinion, et cetera, et cetera. You can go on and on, ad infinitum.

You do say that trainees who have established their qualification as ASME code welders may also receive the journeyman's rate when performing work on code welds, even if they do not have 8,000 hours of experience or journeyman's classification. Now what does ASME code welder mean?

Mr. PINSON. That means he is capable of welding and has passed the certification test.

The CHAIRMAN. I see, if he has passed the test. Did you know of many trainees who were paid journeyman's wages on your jobs?

Mr. PINSON. There are probably some welders who have passed the welding test and are certified code welders that are working——

The CHAIRMAN. But you didn't really check that out, did you?

Mr. PINSON. I didn't go into detail and check that out.

The CHAIRMAN. You relied on the referrals——

Mr. PINSON. We rely on the referral as being a qualified boilermaker.

The CHAIRMAN. And you are saying that you have felt you can rely on the referrals because your particular local or the union you were working with—or the referring union in this case, to make it more specific—did a good job for you.

Mr. PINSON. Yes, sir.

The CHAIRMAN. OK. Well, that's good. I am sure there are many boilermakers unions who do a good job, and that's not our point here. We want to make sure all of them do, and that these complaints are taken care of.

Do you normally employ trainees as foremen on your jobs?

Mr. PINSON. That decision is left to the contractor.

The CHAIRMAN. It is left up to the contractor. You don't make that decision.

Mr. PINSON. We do not make that decision.

The CHAIRMAN. Would you be happy if they were consistently employing trainees as foremen on your jobs?

Mr. PINSON. I don't think consistently I would be happy, but we examine for performance and leave that decision to the contractors.

The CHAIRMAN. All right, so that's basically the company's decision and I guess the union referral, the union hall referral system, they make those determinations. Is that right?

Mr. PINSON. Yes; and we monitor the quality of the work. That's correct.

The CHAIRMAN. Sure. Do you, like Mr. Malone, did you on the nuclear powerplant, did you monitor by visual inspection or the other two methods of inspection that Mr. Malone mentioned? Did you do that on every weld made in the nuclear powerplant?

Mr. PINSON. In the nuclear plant, all what is classified as class 1 welds get a very strict——

The CHAIRMAN. All class 1 welds?

Mr. PINSON. All class 1 welds.

The CHAIRMAN. You didn't do it on all other welds?

Mr. PINSON. There are some welds, probably, in the nonnuclear portion of it that didn't get a full radiographic treatment.

The CHAIRMAN. And these are welds that would be in the noncritical areas.

Mr. PINSON. The noncritical areas, what we classify noncritical.

The CHAIRMAN. That would amount to thousands of welds in a powerplant.

Mr. PINSON. They would all get a visual inspection, which is a class 1.

The CHAIRMAN. I understand.

Mr. PINSON. They may not get——

The CHAIRMAN. In your regular powerplants, I mean, I think you fellows have indicated to me you have good quality control, you are doing what you should do on these things, and I want to compliment you for it. I am not trying to find fault with you. I am just making that clear. Apparently in some of these other plants that just hasn't been followed, according to the testimony that we have received.

You can both answer this question. When you build a powerplant, nuclear or otherwise, do you ever use nonunion workers on your jobs?

Mr. PINSON. We have at Georgia, yes.

The CHAIRMAN. You have in Georgia. How about you?

Mr. MALONE. Yes, sir; we have.

The CHAIRMAN. You have? Is this on a particular plant, or can you use them interchangeably? Do you have a merit shop approach or how does it work?

Mr. PINSON. Basically it is a merit shop approach.

The CHAIRMAN. Do you use them on every plant that has been built?

Mr. PINSON. No, sir. Some of our plants, the two—the Scherer and the Vogtle, the two specific ones I mentioned, are being built under a project agreement. All craft labor there is union labor, and we have built other——

The CHAIRMAN. So the project agreement provides that they have to be union?

Mr. PINSON. Right. That's correct, but that just means that all the employees are referred by the union.

The CHAIRMAN. They are referred?

Mr. PINSON. Yes, sir.

The CHAIRMAN. OK. Now have either of you ever monitored personally or inspected or seen a welding test administered?

Mr. MALONE. Yes, sir; I have.

The CHAIRMAN. You have?

Mr. PINSON. Yes, I have too.

The CHAIRMAN. So you know what you're talking about, then. You have had this experience, but have you seen many of them or just enough so that you understand how it is done?

Mr. MALONE. "Many" is a somewhat ambiguous term, sir; but I have seen enough so that I am comfortable with knowing what goes on.

The CHAIRMAN. But you don't personally supervise that or review that?

Mr. MALONE. No, sir.

Mr. PINSON. No, neither do I

The CHAIRMAN. Now with regard to Ricky Farley, he told us that he was made foreman on this one job because the eight other members of his crew did not even hold boilermaker cards. Were you aware of that?

Mr. PINSON. I did not look at the specifics there. I looked at Ricky's record, and Ricky did serve as foreman for the crew for some 13 or 14 days, usually in the absence of the regular foreman.

The CHAIRMAN. But were you aware that the eight other members on his crew did not even hold boilermaker cards?

Mr. PINSON. No, sir.

The CHAIRMAN. Do you check when these workers are referred out to you? Do you check whether or not they have a mechanic's card, or is that—do you just rely on the contractor and the hiring hall, the referral hall?

Mr. MURPHY. Senator, may I address that?

The Chairman. Sure.

Mr. MURPHY. My name is Michael Murphy, and I am an attorney representing the Georgia Power Co. Georgia is a right-to-work State——

The CHAIRMAN. Right.

Mr. MURPHY [continuing]. And so some people who are referred out by the various trades are not even union members, when the hiring hall is working properly.

The CHAIRMAN. I see. So that may have been what happened there in the Ricky Farley case.

Mr. MPRPHY. That's correct, and sometimes you will see cases where pipefitters may get referred out, who have the welding capability, through the boilermakers.

The CHAIRMAN. But on that job where Ricky Farley was, were all of the referrals made by the union hiring hall?

Mr. PINSON. Yes, sir.

The CHAIRMAN. It seems to me that they are not going to refer out nonunion workers. Have you had any experience with that?

Mr. MURPHY. My experience, in dealing in litigation in Georgia involving Plant Vogtle, in interviewing witnesses for a case that didn't involve the boilermakers but it involved other trade unions there, was that there were nonunion members who were working and who were referred out.

The CHAIRMAN. I think under the law they have to refer out whoever——

Mr. MURPHY. That's correct.

The CHAIRMAN. I see.

Mr. MALONE. Yes, sir; and I might note that the same situation exists in the State of Alabama. The contractors actually receive the referrals——

The CHAIRMAN. You are a right-to-work State as well?

Mr. MALONE. Yes, sir.

The CHAIRMAN. OK, so in right-to-work States, under that law they would have to refer out whoever——

Mr. MALONE. Yes, sir.

The CHAIRMAN. But they don't have to refer them as journeymen, as I understand it, and in Ricky Farley's case, the other members of his crew, there was a real question whether they were even journeymen because even though he was a trainee, they chose him because he at least had some experience with welding.

Mr. **Pinson**. That's correct.

The **Chairman**. That's a correct statement?

Well, I appreciate your both being here. I think that the important thing is, is that I think you have made it clear that there are a number of nuclear powerplants and other powerplants, nonnuclear powerplants, that have been constructed in a good and appropriate fashion, at least in your respsective areas. That still doesn't rebut what has been testified to throughout all of these hearings. I would lots rather have had some contractors in who—I am not denegrating you, we're glad you came—but I lots rather would have had contractors who had dealt regularly with these two unions. I don't know that they would have testified any differently, because of their relationship with the unions, but nevertheless it may have been a little more pertinent to what we are trying to do and what we are trying to discover and, in essence, find out. But we appreciate your coming and appreciate having you here.

Mr. **Malone**. Well, sir, we were quite concerned because we take a very strong position that not a union or not an individual nor a contractor is responsible for the quality with which we do our work. We are responsible for it.

The **Chairman**. Well, I think that's a good position to take, and I think the Nuclear Regulatory Commission ought to be responsible, too. We have had some amazing testimony through these hearings that maybe they haven't been as responsible as they should be in certain areas. I think if all companies had the same high standards that you people have, maybe these problems wouldn't be as widespread as some of our union workers have indicated they are.

Thank you for coming. We appreciate having you here.

Mr. **Pinson**. Thank you.

Mr. **Malone**. Thank you very much.

The **Chairman**. We have one other witness today. We have allowed Mr. French Gower, who has asked us to give him a few more minutes because he felt that he was maligned somewhat yesterday, and we have agreed to give him a few more minutes to testify.

Mr. Gower, we will remind you that you are still under oath from your prior testimony. Maybe I will just swear you anyway, just to be sure.

[Witness sworn.]

The **Chairman**. Mr. Gower, we will turn the microphone over to you. I would like you to finish, if you can, in just a couple of minutes.

STATEMENT OF FRENCH GOWER, A BOILERMAKER FROM COLLIERS, WV

Mr. **Gower**. A thing entered my mind after the last testimony that was in great importance in behalf of falsified welds on the jobsites. I witnessed, myself, and Bill Boyd, a local member out of 154; were welding together as a team. We were the first two welders certified, as far as I know, at the Cardinal No. 3 unit to be working off the superheater. So the first approximately 1,000 welds had been completed by Mr. Boyd and myself and we were ahead of the gangs which was bringing them in from out of what was so called the yard or the field, to which various stages was being made prior to elements being brought into a boiler. These panels, some of these panels are preassembled out in the field.

For example, say you have four members of your committee right here that are certified welders, and they are working as a team, which has to be two welders on a panel to complete the weld. So your four welders there had been working that field and the completed the welds, and the welds were excellent rated, supposingly. And at the time the welds were being x rayed, they told—it was said by the welding technician of B and W that the welds were good.

So then after your panels are made up by your four welders here, they are brought into another portion of the boiler to start welding on different, whether it may be the wall tubes, panels, or whatever. Bill Boyd and I, in the meantime, had caught up in our welds and we were taken to the field. The technician went with us. We had to hook up grinders, and with a small burr grinder with wafer disks we cut many, many portions of the welds out of these panels.

I asked the welding technician, I said, "What is the reason for cutting these out?" He said, "Through the law of average," he says, "you are permitted to make so many bad mistakes in welds," he said. "Nobody's perfect."

I said, "I don't understand what you're telling me." I said, "To my understanding and knowledge," I said, "all these welds out here were x rayed." He said, "That is correct."

I said, "Why weren't they repaired at the time?" He said, "Well," he says, "it's like this." He said, "If all these welds were perfect," he said, "I wouldn't have a job." So we proceeded to take those welds out, cut them out, which when you replace it back in it is called in the technology of a boilermaker as a "dutchman." Whenever you've got to put a "dutchman" back in, that requires two welds, not one.

So after we had taken out several different—as a matter of fact it was many, many of these—I asked him, I said, "What is supposed to be wrong with these welds?" He said, "Most of them are pushthroughs."

The CHAIRMAN. Most of them are what?

Mr. GOWER. Pushthrough in the weld, which would be an overlap of metal inside of that tube.

The CHAIRMAN. Could you spell that for us?

Mr. GOWER. Pardon?

The CHAIRMAN. Spell that for us.

Mr. GOWER. An overlap.

The CHAIRMAN. No, but the proof—what did you call it?

Mr. GOWER. Pushthrough.

The CHAIRMAN. Pushthrough?

Mr. GOWER. Pushthrough of the weld. So, in removing these I looked through them and they looked perfect to me, so we cut many, many of these out. During my lunch break this one day I decided I was going to find out more in detail what was wrong with these welds, so I cut some of them down which was only about a quarter of an inch from the weld on both sides of it. I got very upset. I went back to the technician and I said, "What are you trying to prove?" He said, "What are you talking about?" I said, "There isn't nothing wrong with these welds." He said, "Well," he said, "like I told you before," he said, "if all these welds were perfect," he said, "I wouldn't have a job.

So I proceeded then to watch very closely what was happening to these. All right, when you go to take a welding test in behalf of B and W, the coupons, you are given two parts of a coupon to take a test and they have a bevel on them which is, the stalk would be approximately 4 to 5 inches in length. So I noticed very carefully that the coupons that were being given on those welding tests were approximately 1 inch shorter than the ones that was taken out of these panels out in the field to which Bill Boyd and I were cutting out.

So I watched what they did with them, and to my surprise the ones that I seen taken from that field, I figured they was going to scrap them, which is the normal procedure if a weld is bad. They didn't scrap them welds or those tubes that we cut out of them panels. They were put on a B and W pickup truck and delivered to the steward on the job site, or they were put in what they call a "Georgia buggy," a metal cart with two wheels and a handle, and they were taken and given to the steward.

So I asked the steward, I said "What are you going to do with these coupons." He said, "Well, you know," he said, "there's other people on the job that's got to work, too." I knew exactly what that man was talking about. I got upset. Again, I said "What you are doing has to be the dirtiest foul play ever done on a job site." I said, "You're trying to make an idiot out of myself and Bill Boyd." I said, "Also, you're making idiots out of the welders that welded those panels out in the field." And I know for a fact that they had brought so-called welders at the Brilliant job site, and if they would go in there and they would mess up a coupon, that was no problem, because the coupon that was no damned good then would be throwed in the scrap. They would take one out of the Georgia buggy or which was brought up in that B and W pickup truck, which was stored away for their own sake, and they would take a coupon which they knew for sure—and very positive, because it had been x rayed in the field—they knew damn well there was nothing wrong with it.

So then they would take that duct tape, which you can verify from a part-time technician which testified earlier, B and W procedures of all welding tests that was ever given to me, and I have taken many in behalf of B and W, every one of them was using duct tape. All you had to do as the steward or the foreman is take the coupon from that background, put a piece of duct tape on it, put anybody's John Henry they want to put on it and put their badge number on it, and it was approved.

Or if you disliked somebody and they did take a welding test which was a good welding test, they could take and switch those coupons after they went in behind the curtain or behind the door of the facility in which we was taking the welding tests, they could switch the duct tape on those coupons.

I argued, I have fought up to this very day, why didn't they do it in a legitimate way, and that is take the certification number or a stamp, a metal stamp, and stamp that coupon where they could identify the one making those welds?

The CHAIRMAN. Did you get fired over that?

Mr. GOWER. Pardon?

The CHAIRMAN. Did you get fired over that?

Mr. GOWER. That was partially the reason I got fired on the third unit on Cardinal.

The CHAIRMAN. Were you here yesterday when Mr. Maurizi brought out those sheets of paper that he claimed were complaints against you?

Mr. GOWER. Yes, sir. That complaint to my knowledge is false. I have never been questioned by an FBI agent, other than the time of the threat to my life in behalf of myself and my wife.

The CHAIRMAN. Why do you think so many people have complained about you, Mr. Gower, that he had so many complaints there?

Mr. GOWER. Well, through this past testimony that I have just given.

The CHAIRMAN. In other words, you are saying that you were complaining because you expected your profession to be managed properly.

Mr. GOWER. That is correct.

The CHAIRMAN. You expected them to be honest in their approach toward you and toward other union workers. Is that right?

Mr. GOWER. Yes. Yes, sir.

The CHAIRMAN. Well, why would——

Mr. GOWER. Senator, it's like President Jones yesterday, for example. He emphasized that if anybody brought to his attention any safety matter in behalf of the possibility of endangering somebody's life and they were threatened over their job or fired, to bring it to his attention immediately and he would do something about it. Well, if he does, that is more than what President Buoy did. At Brilliant—or at Stratton, Ohio, I'm sorry—at Stratton, working under the supervision and direction of the erector, a Mr. Blackie Avalon, I was working with a foreman out of local 154 which is named Mr. Bob Herd, and at the time we had several unqualified people working as boilermakers. In this particular instance there were three elevator men working which had no past experience working as a boilermaker, period.

They were sent on a scaffold welded by I don't know who, and the scaffold brackets let go and the three elevator men went into the pit of a hopper. They were hurt; they could have been killed. Bob Herd, in return, he asked me over on the remaining scaffold. Well, before going onto that scaffold I went underneath of there, and they have reinforcement, 4- to 6-inch round tubing to support the walls from collapsing. I went underneath there and I hung underneath there and I examined those welds, and the majority of those welds were cracked.

I told Bob Herd, I said, "Bob, I'm not going on there." He said, "Frenchie," he says, "you are an experienced boilermaker." He said, "We've got a job here to do and we are limited in time." He said, "We've got to hurry up and get out of here." I said, "I'm sorry, I'm not going on that damn scaffold," and I didn't. He fired me.

The CHAIRMAN. So you are saying that——

Mr. GOWER. When he fired me, I went right to Blackie Avalon, told Blackie Avalon exactly what happened. Blackie Avalon in return, he went over and he examined the welds himself. He found out what I told him was true. He went then in return and went to Bob Herd. "Bob," he said, "I can't stop you from firing French Gower, but" he said, "I want the man that did the welding on those scaffold brackets because he will never work as a boilermaker ever again."

The CHAIRMAN. Well, let me ask you, Mr. Gower, I would like you to submit any other comments you have in writing to the committee and we will put them in the record. We will keep the record open for you.

Let me just ask one question of you, though: It is my understanding—correct me if I'm wrong—but it is my understanding that you were fired for refusing to do electrical wiring for which you were not qualified at one of the nuclear powerplants. Is that correct?

Mr. GOWER. Yes, sir.

The CHAIRMAN. And they fired you for that reason?

Mr. GOWER. Yes, sir.

The CHAIRMAN. Well, I appreciate your coming in and testifying, and I just hope these hearings will result in some help to some of you people who I think have been abused. Again, I think I've made it clear that I think there are honest Boilermaker Union officials. I think there are honest union officials across the country, but the testimony that has been given here can't be ignored. I just don't see how anybody could ignore it, especially when we have proved out of their own documents, you know, what you people have basically been saying.

Be that as it may, I am going to have to recess for now. You wanted to make one other comment?

Mr. GOWER. Yes, sir. On Stratton, again, there was another occasion that happened while working for J. Adams.

The CHAIRMAN. Well, here is what I would like you to do. I would like you to think of all those and then submit them to us in writing. Will you do that?

Mr. GOWER. Yes, sir.

The CHAIRMAN. Just take the time. You can hand write it out or have it typed, but get it in to us and we will make it part of the record. OK?

Mr. GOWER. All right, sir, but this——

The CHAIRMAN. Go ahead.

Mr. GOWER. This instance happened at Stratton, OH, also. J. Adams was supervisor, and there was no welding test given on the job, period, and that was in behalf of Babcock and Wilcox, on a repair, and it was a major repair, not just a very few tubes. There was many, many panels replaced. There was not a welding test given to nobody. So they was trying to look for welders and they brought, supposingly to be from Baltimore, MD and they had to be the roughest looking welds I ever seen in my life.

I went to J. Adams, and I told him. J. Adams wanted me go over them, grind them out and go over them. I said, "J. Adams, if you are going to cut the tube completely off and start from the beginning," I said, "I will do so." I said, "If you want me to go over a weld which I know nothing about other than it is full of porosity, I will not do that for you or for nobody else." He said, "Well," he says, "you've got your choice. You either do it or you're fired." I said, "I have no choice." And he fired me.

The **Chairman**. I see. OK. Now, I would also like to ask you to do one other thing. On these complaints that we have received, that we put into evidence yesterday or into the record yesterday for Mr. Maurizi, I would like you to go over each one of those and tell us what you know about them as well. Would you be happy to do that and help us to understand that?

Mr. **Gower**. Yes, sir.

[Additional material supplied for the record follows:]

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DAVID W. ELBAOR

HAND DELIVERED

July 19, 1984

Honorable Orrin G. Hatch
Chairman
Committee on Labor and Human
Resources
United States Senate
Washington, D.C. 20510

Re: Boilermakers' Oversight Hearings

Dear Senator Hatch:

On June 19 and 20, 1984 the Committee on Labor and Human Resources continued its Oversight Hearings on allegations of union hiring hall corruption involving the Boilermakers' Union. One of the witnesses before the Committee on June 20, 1984 was Mr. Chris DuCree of the Pennsylvania Crime Commission. This letter and enclosed memorandum respond to Mr. DuCree's presentation.

Mr. DuCree testified that his office reviewed allegations made at previous Oversight Hearings that a local lodge of the Boilermakers' Union had referred unqualified workers from its hiring hall to various employers in violation of its collective bargaining agreement. Mr. DuCree concluded that if those allegations were true, such conduct violated Pennsylvania Crime Code, Section 3922 (Theft by Deception) and could be so prosecuted.

The International Brotherhood of Boilermakers is concerned that neither the testimony of Mr. DuCree nor the testimony of any other witness at the Hearings addressed the issue of whether or not a state law such as Pennsylvania Crimes Code Section 3922 would be preempted in its application by the National Labor Relations Act to the extent that the state law attempts to regulate the operation of a union's hiring hall. Accordingly, the International Brotherhood is submitting for the Committee's consideration a Memorandum of Law which addresses this issue. We have concluded that any state law which attempts to so regulate a union's hiring hall activity would be preempted by the National Labor Relations Act, an Act intended by both the United States Senate and House of Representatives to foster a productive national economy based on industrial peace, in part through a coherent, uniform approach to labor management relations at the Federal level.

We respectfully request that this letter and our memorandum be inserted in the record of these Oversight Hearings.

Very truly yours,

David W. Elbaor

DWE:kdw
Enclosure

cc: Kevin P. McGuiness, Esquire
Michael A. Forscey, Esquire
John J. Blake, Esquire
James W. Powell

MEMORANDUM

TO: The Committee on Labor and Human Resources, United States Senate

FROM: The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

DATE: July 18, 1984

RE: Federal Preemption of Pennsylvania State Fraud Laws Affecting Operation of a Union Hiring Hall

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This memorandum examines the issue of whether or not the federal labor law preemption doctrine would bar the application of state civil and criminal fraud statutes to activities undertaken by union officers and employees while operating a union's hiring hall referral system. The factual background, in its essentials, is that Local Union No. 154 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, has an agreement with the Boilermaker Employers of Western Pennsylvania Area. This collective bargaining agreement establishes the procedures and qualifications for workers who are referred from Local 154's hiring hall to employers signatory to the agreement.

Under Article III, Section 5, of the collective bargaining agreement, the Union is required to maintain an out-of-work list for all qualified boilermakers who are seeking employment with signatory employers. In order to qualify for the out-of-work list, a worker must either have had at least 8,000 hours of actual working experience in the boilermaking trade in the building and construction industry or have satisfactorily served an apprenticeship in the trade of field construction boilermaker under an apprenticeship program approved by the United States Bureau of Apprentice Training or State Division of Apprenticeship Standards.

The agreement further provides in Article III, Section 6 that "[c]ompetent and qualified registrants shall be referred from the out-of-work list in a non-discriminatory, fair and equitable manner." The employer retains the right under the contract to request "key men" as foremen and workers with special skills and abilities. The union must honor these requests. The employer also retains the right to reject any applicant referred by the Union.

Allegations have been made that Local 154 has placed individuals on the out-of-work list who have not met the foregoing requirements and that these individuals have been referred to jobs before other individuals who have met the qualifications set forth in the collective bargaining agreement. It is also alleged that the Union has referred workers as licensed welders when it knew that these individuals had obtained their welder's license by having a "stand-in" take their welder's test.

The legal issue presented is whether or not these allegations, assuming their truth, are actionable under the Pennsylvania statutes governing fraud in light of the federal preemption doctrine. This memorandum will not examine whether all the elements of fraud have been met under Pennsylvania law, but only, assuming that an action will lie, whether it is preempted by federal labor law.

The Supreme Court's landmark decision on federal labor law preemption is San Diego Building Trades Council v. Garmon, 359 U.S. 236 (1959). There the Supreme Court held that:

> When it is clear or may fairly be assumed that the activities which a State purports to regulate are protected by § 7 of the National Labor Relations Act, or constitute an unfair labor practice under § 8, due regard to the federal enactment requires that state jurisdiction must yield.

Id. at 244.

The Court reasoned:

> To leave the States free to regulate conduct so plainly within the central aim of federal regulation involves too great a danger of conflict between power asserted by Congress and requirements imposed by state law. Nor has it mattered whether the States have acted through laws of broad general application rather than laws specifically directed towards the governance of industrial relations. Regardless of the mode adopted, to allow the States to control conduct which is the subject of national regulation would create potential frustration of national purposes.

Id. (footnote omitted).

The preemption doctrine is anchored in the "Supremacy Clause" of the Constitution and is premised upon the principle that in passing the National Labor Relations Act, Congress intended to delegate the exclusive enforcement of the Act to the National Labor Relations Board.[1] As the Supreme Court noted in Garner v. Teamsters, Local 776, 346 U.S. 485, 490-491 (1953):

> Congress evidently considered that centralized administration of specifically designed procedures was necessary to obtain uniformed application of its substantive rules and to avoid these diversities and conflicts likely to result from a variety of local procedures and attitudes towards labor controversies. . . . A multiplicity of tribunals and a diversity of procedures are quite as apt to produce incompatible or conflicting adjudications as are different rules of substantive law. The same reasoning which prohibits federal courts from intervening in such cases, except by way of review or on application of the federal Board, precludes state courts from doing so.

Since the rationale of the preemption doctrine is to avoid conflicting regulations regarding labor relations activity, the application of the preemption doctrine focuses "on the nature of the activities which States have sought to regulate, rather than on the method of regulation adopted."[2] San Diego Building Trades Council v. Garmon, supra, at 243. Thus, in examining the application of the preemption doctrine to the Pennsylvania fraud statutes, the crucial factor is not the nature of those statutes, but the conduct they seek to regulate.

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[1] There are a few narrow statutory exceptions to the NLRB's exclusive administration of the Act such as Section 14(b), 29 U.S.C. § 164(b). None of these exceptions are relevant herein.

[2] Thus, the preemption doctrine applies to criminal as well as civil state law actions. E.g., Hill v. Florida, 325 U.S. 538 (1945).

Here, the allegations are that the Union referred the workers from its hiring hall in a discriminatory manner so that unqualified individuals were referred before qualified individuals. There can be no dispute that the operation of a union hiring hall in a non-discriminatory manner is activity which is governed by §§ 7 and 8 of the National Labor Relations Act. E.g., Teamsters Local 357 v. NLRB, 365 U.S. 667 (1961); Local 100, Association of Journeymen and Apprentices v. Borden, 373 U.S. 690, 695 (1963). It is equally clear that discriminatory application of contractually established hiring hall rules constitutes an unfair labor practice. E.g., IBEW Local 756 (S&M Electrical Company), 223 NLRB 1499 (1976), enf'd without op., 559 F.2d 1208 (3d Cir. 1977).[3/] The allegations made herein clearly relate to

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[3/] These allegations, if proven, would also give rise to a suit for a violation of the collective bargaining agreement under Section 301 of the Taft-Hartley Act, 29 U.S.C. § 185, and for a breach of the duty of fair representation. Vaca v. Sipes, 386 U.S. 171 (1967). Although lawsuits to enforce labor agreements and for a breach of the duty of fair representation may be brought in state court, Local 174, Teamsters v. Lucas Flour Co., 369 U.S. 95 (1962) (Section 301); Vaca v. Sipes, supra (duty of fair representation), state courts are required to apply principles of federal labor law in those cases, Local 174, Teamsters v. Lucas Flour Co., supra, thus precluding recoveries on alternative theories of liability under state law. E.g., Republic Steel Corp. v. Maddox, 379 U.S. 650, 657 (1965) (Section 301); Fristcoe v. Reynolds
Footnote cont'd on following page.

the manner in which Local 154 operates its hiring hall referral system. It is conduct which is governed §§ 7 and 8 of the Act and thus clearly falls within the preemption doctrine of Garmon.[4/]

The situation presented here would appear practically indistinguishable from the Supreme Court's decision in Local 100, United Association of Journeymen and Apprentices v. Borden, supra. There, the plaintiff brought a state court action alleging that the union had discriminatorily refused to refer him from the Union's hiring hall in violation of certain state statutory provisions and his right to contract and to pursue a lawful occupation. The Supreme Court found that regardless of whether an unfair labor practice had been committed, the action was preempted under Garmon principles. The Court observed:

> Notwithstanding the state court's contrary view, if it is assumed that the refusal and the resulting inability to obtain employment were in some way based on respondent's actual or believed failure to comply with internal

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Footnote cont'd from previous page.
Metals Co., 615 F.2d 1209 (9th Cir. 1980) (duty of fair representation); Williams v. Pacific Maritime Ass'n, 421 F.2d 1287 (9th Cir. 1970) (same); Ray v. U.S. Dickey Clay Manufacturing Co., No. 77-2200 (D. Kan. April 19, 1984) (state law action for fraudulent misrepresentation preempted as alternative theory of liability in duty of fair representation case).

[4/] There is a second basis for preemption which is not relevant herein. As set forth in Machinists v. Wisconsin Employment Relations Commission, 427 U.S. 132, 140 41 (1976), state regulation and state law causes of action are preempted where they concern conduct that Congress intended to be unregulated, i.e., conduct that was to remain a part of the self-help remedies left to the combatants in labor disputes.

> union rules, it is certainly "arguable" that the union's conduct violated § 8(b)(1)(A), by restraining or coercing Borden in the exercise of his protected right to refrain from observing those rules, and § 8(b)(2), by causing an employer to discriminate against Borden in violation of § 8(a)(3).

Id. at 694 (footnote and citations omitted).

Moreover, the Court noted that the alleged conduct might be protected concerted activity under § 7 since the refusal to refer may have been due to the respondent's effort to circumvent lawful hiring hall procedures. In any event, the Court concluded:

> The problems inherent in the operation of union hiring halls are difficult and complex . . . and point up the importance of limiting initial competence to adjudicate such matters to a single expert federal agency.
>
> We need not and should not now consider whether the petitioner's activities in this case was federally protected or prohibited, on any of the theories suggested above or some different basis. It is sufficient for present purposes [of determining preemption] to find, as we do, that it is reasonably "arguable" that the matter comes with the Board's jurisdiction.

Id. at 695-96 (footnote omitted).

The Supreme Court, however, has limited the Garmon principles in cases where state regulations and causes of action regulate behavior which is "of only peripheral concern to federal law or touches interest deeply rooted in local feeling and responsibility." Sears, Roebuck & Co. v. Carpenters, 436 U.S. 180, 200 (1978); Farmer v. Carpenters, 430 U.S. 290, 296-297 (1977). In these cases, the state interest in controlling or remedying the effects of the conduct is balanced against the interference with the Board's ability to adjudicate controversies committed to it by the Act, Farmer, supra, at 297; Sears, supra, at 200, and the risk that the state will sanction conduct that the Act protects. Sears, supra, at 205.

The "crucial inquiry" in this balancing test focuses on "whether the controversy presented to the state court is identical to . . . or different from . . . that which could have been . . . presented to the Labor Board." Id. at 197. Where the state law action forms a "crucial element" of the unfair labor practice case, the "risk of interference with the Board's jurisdiction is thus obvious and substantial," and the state law action cannot be considered "of only peripheral concern to federal labor policy." Operating Engineers Local 926 v. Jones, ___ U.S. ___, 75 L.Ed.2d 368, 380 (1983).

Here, the principle focus in both the unfair labor practice case and the state law action would be the same: Did the Union apply its hiring hall rules in a discriminatory manner thus referring unqualified workers to the job? Consideration of the Union's referral procedures would be the essential element in both the unfair labor practice and the state court proceedings. Therefore, the state court suit would necessarily create a substantial risk of interference with the Board's function and would not be permitted under the limited exception to the Garmon rule. See Jones, supra, 75 L.Ed.2d at 380.

The Supreme Court's recent decision in Belknap, Inc. v. Hale, ___ U.S. ___, 77 L.Ed.2d 798 (1983), is not to the contrary despite the fact that the Court held that a state action for misrepresentation in that case was not preempted. In Belknap, after the Union had called a strike, the employer hired strike replacements allegedly promising them that their employment would be permanent. Subsequently, the employer agreed to settle the unfair labor practice charges filed by the union by agreeing to take back the strikers as employees, thus causing the replacements to be laid off. The laid off replacements sued the employer in state court for misrepresentation and breach of contract.

The Supreme Court found that the misrepresentation suit was not preempted. It reasoned that the unfair labor practice charges filed by the union concerned the employer's obligations to the strikers and not whether the employer had decieved the replacements. Moreover, the Court found that the Board was powerless to award damages, impose a penalty or give any other relief to the plaintiffs in the state law case. Therefore, the Court concluded that "[t]he misrepresentation action would not interfere with the Board's determination of matters within its jurisdiction and that such an action is of no more than peripheral concern to the Board and federal labor law." Id., 77 L.Ed.2d at 814.

In conclusion, it is clear that the operation of a union's hiring hall falls squarely within the jurisdiction of the NLRB. Borden, supra; Teamsters Local 357, supra. Any state law action, based on fraud or any other theory, which attempts to regulate that activity is inconsistent with the NLRB's exercise of exclusive jurisdiction over that conduct. Moreover, any state fraud statute which regulates hiring hall activity strikes at the heart of the Board's area of competence and cannot be said to be "of only peripheral concern to federal labor law" thus failing within the narrow exception to the broad preemption principles announced in Garmon. It is thus beyond dispute that the application of any Pennsylvania civil or criminal fraud statute to the situation presented herein would, under Garmon and its progeny, be preempted by the National Labor Relations Act.

Excerpts from . . .

SOUTHEASTERN STATES

ARTICLES OF AGREEMENT

BETWEEN THE

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

AND THE

FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO

EFFECTIVE NOVEMBER 1, 1981

* * * * * * *

Agreement and fringe benefit contributions to the National Health and Welfare, National Pension and Southeastern Area Apprenticeship funds shall not be required.

2. After successfully completing the six-month probationary period, helper-trainees shall be paid at the rate of 70% of the field construction boilermaker journeyman's rate. In addition, they shall be able to accrue rights and benefits under this Agreement and contributions on their behalf shall be made to the National Health and Welfare Fund, the National Pension Trust Fund, and the Southeastern Area Apprenticeship Fund as required under this Agreement.

3. After successfully completing the six-month probationary period and working as a helper-trainee for an additional 2,000 hours, the helper-trainee shall be paid at the rate of 80% of the field construction boilermaker journeyman's rate. In addition, the Employer shall pay all fringe benefit contributions required under this Agreement.

4. Helper-trainees will be assigned by Management to perform any work which is normally performed by field construction boilermakers and falls within the capabilities

of the employee.

5. A sufficient number of helper-trainees will be referred to perform all work which they are capable of performing with proper supervision. In order to provide adequate numbers of helper-trainees readily available, a registration list shall be maintained at the local union hall, and the number of registrants at any one time should not exceed 50% of the number of indentured apprentices in that local union.

6. No Employer who fails or refuses to hire field construction boilermaker apprentices when available, in accordance with the agreed-upon ratio of apprentices to journeymen, will be allowed to employ helper-trainees.

7. Helper-trainees who have completed 8,000 hours as helper-trainees shall advance to field construction boilermaker journeyman. Helper-trainees will receive the same credit hours as apprentices for welding tests, rigging evaluation and tests, and related skill experience.

8. A helper-trainee who establishes his qualifications as a certified welder under A.S.M.E. Code requirements may be temporarily advanced to field construction boilermaker journeyman's rate of pay only

while performing Code welding.

9. Helper-trainees shall be subject to all other terms and conditions of the Southeastern States Agreement, including all provisions of Appendix D.

10. The parties agree to cooperate in making and keeping reasonable records on the progress of helper-trainees. Helper-trainees may be issued ID cards showing status. Referrals will clearly designate Helper-Trainee status and applicable rate of pay due under this Appendix.

11. It is recognized that, due to a skilled-manpower shortage in the area covered by the Southeastern States Articles of Agreement, it may be necessary to modify Appendix H to meet specific problems in the various district and local lodge jurisdictions. Therefore, subject to the written approval of the International Vice-President of the Southeastern Section, a district or local lodge business manager may enter into an Article 27 Rider agreement with the SES Employer Committee or designated subcommittee modifying the terms of Appendix H only. The only acceptable changes will be:

(a) Reducing the 8,000 hours required

* * * * * * *

① Affidavit

KM

To whom it may concern,

During the first week of June, 1984, I received a phone call from a friend of mine; Mr. Ron. Hoganmiller.

Mr. Hoganmiller was aware of my problems obtaining work through the Boiler Makers Local #744, Cleve. Ohio, and that I'd been told by the business agent of that local that things were slow right now. So as an act of encouragement he called to tell me that the business agent of 744 had just referred 3 men to the Avon Lake Ohio project for Vogt + Conant Co. during the end of May or beginning of June. During our conversation he mentioned that these 3 men, (one of them, George Brown), had just come from another job.

(KMc)

(2)

This did not come as a shock, but more of a dissappointment. I know that Local 744 has done this frequently in the past and each time I would hear of such an occurance my pride and my wallet would cringe.

It seems very hard to play the Boiler Maker game any more, they make the rules up as you go along, change them to suit their needs, and still they do not abide by them.

On June 16, 1984, Mr. Hoganmiller again phoned me to let me know that 7 more men were sent out to Avon Lake, 4 men to Vogt + Conant Const. and 3 to another contractor, These men were sent out on or about the 13th

These 7 men referred to Avon by the B.A.; some or all of them it was rumored, had also jumped from job to job. I have asked Mr. Hoganmiller to keep me informed in the future of any names and dates of such unorthodox occurrances.

On or about 4-23-83 Mr Ted Hull and myself traveled to Local #744 seeking work at a North East Pa. job which we had heard about. North East Pa is very close to our home and this would keep expenses to a minimum if we were referred to this job site.

While in the union hall and after being sent away with a very negative responsе to our request, see #4

KMc

Ted and I started to leave and before we reached the door we heard George or Larry asking an older gentleman if he could weld stainless steel. We both stopped in our tracks because Ted had specifically mentioned that he had heard that North East needed stainless steel welders, Their response was as usual; NO WORK!

Like good little Boiler Makers we kept walking, knowing full well that to make waves is like signing your retirement papers.

KMc Kenneth R. McClelland
Local #151, reg. #1880130
Erie, Pa.
6-17-84

* No Copies made * 814-825-6046

Incident's.

① Why were non union members and other permit men, (carpenter's, tile setters, operators, pile drivers, iron workers), sent on jobs with lengthy durations when paid up Boiler Makers were sent on very short duration jobs if they were sent out at all. This practice still exists today.

② Why is it that Larry calls up some individuals to tell them to register for the apprentice course, (Mark Parsons told me this in 11-83) And why is it that Cleve. seems to be a family affair. (These last two questions seem to answer themselves).

③ Why is it that 4 years experience in Local 151, Riley Stoker, does not count for anything when you have shops in Cleve., Buff., and #636 in Titusville that have their hours recorded by the International?

SEE Page #11 over →

④ Why are Local #151 members; who have no representation at all, (This is referring to Field Construction Representation) refused help or any knowledge from the managers of Local 744. Whenever I've approached them with a question; for advice; paper work, etc..... They tell me to see my Business Agent or my lodge secretary. (They know we don't have a B.A.).

⑤ Why is the International existing? I was under the impression that they were like watchdog's over the individual local lodges, But all they seem to care about is That my dues are paid up so their salaries will remain constant.

⑥. Why is it that I was the first, the very first person hired for Union Boiler in Canton Ohio, 8-12-82. But when it came time for ③ →

Triple Time wages on 9-6-82, (Labor Day), they layed me off and kept approx. 15 guys per shift, including some that were there for less than 2 wks. My boss kept assuring me throughout the duration of the job that I would have to be the very last person layed off from this big job. I did not get referred to another job for 7 wks.

5-15-84

⑦ Cleve. Local #744 has just recently begun placing a notebook such as this one on their counter for all people seeking referral to sign up on. When I asked Larry if it was just for the "C" list, he replied; "NO! it's for everyone, no matter what list they are on". Yet myself and Ted Hull have been in there 5 hours after the hall had it's doors open for the day and there was only one name on the list. I know that →

this is a bogus list and I'm sure of many people who never have to sign up because they go from job to job. The first time they had this un-numbered and very unofficial tablet out, there were a few names on the list and they also listed their lodge no.'s if they had one. Three days later we returned to Cleve. and were instructed not to list our number. This is probably because we could then prove that none of their steady workers or local members are registering for work as per the new refferral rules & state you must.

⑧ Why does the B.A. at Cleveland tell you they have no notion as to how long a job will last, yet it states in their working agreement with the contractors → ⑤

(5)

That when a company needs union boiler makers they are to call the union hall and make a request for a certain number of men, designate what percentage of welders or mechanics they will need, and tell the Business Agent the approximate duration time for the job.

Also, the Business Agent has repeatedly told me that he has no control as to who gets layed off and who doesint. He says the union steward decides all that. Yet if you ask, (on any job), who makes out the layoff? The union steward replies "The Hall tells them who to keep." There must be a Lay-off fairy on each job.

Another fairy tale the B.A. has told me on occasion; → (6)

When I ask him why is it that I got layed off and a permit man was kept, He would reply that once you are on the job, they go by job seniority regardless if you are a union member or not and he said this holds true even for #744 members. This is kind of shot down by my example in question number 6, page #2.

⑨ From 8-2-82 To 8-7-82 I worked at a job here in Erie, Pa. during That job (on 8-7-82) I got a u.f.o. in my eye and received emergency hospital care. This happened early in the day and upon returning to the jobsite from the Hospital, (wearing bandages over one eye), I was told I would have to sit in the change trailor until the duration of the shift.. But just ⑦ →

before end of the shift, the foreman, Carl Newroth, informed me that all of the mechanics (non-welders) were being layed off today anyway, so I could leave now if I wished to (I was a mechanic). I ended up walking home because I couldn't get a ride, blind in one eye, 3 long miles, uphill. Anyway., Ted Hull who only lives a mile away, called me within a week and informed me that only Two people were layed off, not all the mechanics as I was told; An alchoholic, old man Jonesy, and myself. Ted said that he heard them say It was because I was of no use if I couldn't work with a patch on my eye.

⑩ There are so many occurances of foul play and discrimination and the only way to expose them is to unlock 744's Pandora's Box. →

⑧

But I would lay odds that each time I called Cleve., no record was made. Also, why is it that when I call Cleve. Every single conversation is as follows. George, the secretary, will answer the phone with "Boiler Makers". Then I will say "Hello George,.. I'm calling to see if you have any work". "Who is this?" he says. And when I tell him "This is Ken McClelland from Erie, Pa." he says "Hi Ken,... No,.. work is really slow,.. Theres nothing on the books." Then I tell him to "make sure Larry knows I called." "OKay Ken."

I would like to have a lawyer call up and ask for work, then he could witness this obvious discrimination. Maybe I should tell him a different name than my own.

⟶ ⑨

⑪ There is no reason why a permit man who doesint pay union dues when he's layed off, as I do, should earn more per year by a great margin than myself, and have more entitlement to the Boiler Maker pension and insurance plans than I do. This does not seem to be an oversight on behalf of 744. I would have to classify it as deliberate. 744 charges the permit men a rate of #20. to #30.00 per month for union dues, over and above what I would pay if I were on the same job. Of that 20 to #30.00 income each month from each permit man, The International gets 50% or less. 744 keeps whatever is left. This is just information that I've peiced together over the years and would have to be confirmed. But It is a very probable explanation. Some permit men started in the trad.

→ ⑩

⑩

simply because they were neighbors of the B.A. or would cut his grass or supply him with fire wood. (A man they call "Fluffo" is a classic example of this.) And Larry had contacted me on one occasion at my home and asked me if I could get him some fire wood and bring it up to Cleve. for him. I declined but gave him a name of a boiler-maker who owned forest land and sold wood. (Dan Chapel, or Jerry Huff). Maybe I should have gone against my principals and lowered myself to honor his request. I would probably have more than 5850 hours since 10-78 to present.

No Copies Made Ken McClelland
3904 Fargo St.
6-17-84 Erie, Pa. 16510
814-825-6046

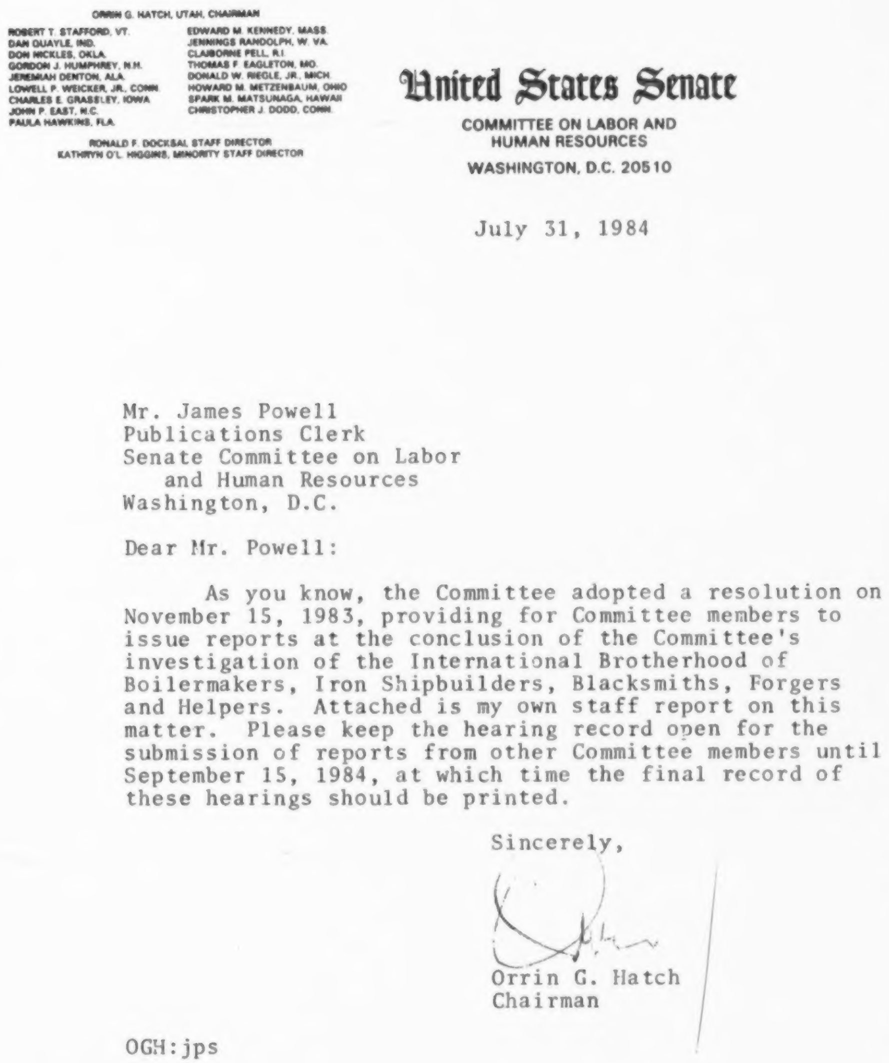
Local #151
Registration #1880130 (11) 6-11

Started at Riley Stoker Corp. in Jan. "75". Quit in 10-78

* Punch Press operator; blue print reading. punch press operator, assist in plate bending, plate cutting, hopper assembly. moving of own material.

* Cutting Torch, Hand + Machine; reading (prints) and minor layout work, burning plate steel with hand torch, track burner, radial burner, electric eye burning. rigging and moving of own material, assembling ("sticking") tubes and rolling them in boilers.

* All Purpose Tube Bender; Bend all versions of Boiler Tubes. (Was qualified to bend any tube that ever was) blue print reading, major layout of panel tube's, water wall tubes, (including membrane location, access area's, etc.). Assisting and training of all the other Tube benders. Solve all problems the Foreman couldn't. Safety Man, aux. Steward



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United States Senate

COMMITTEE ON LABOR AND
HUMAN RESOURCES
WASHINGTON, D.C. 20510

July 31, 1984

Mr. James Powell
Publications Clerk
Senate Committee on Labor
and Human Resources
Washington, D.C.

Dear Mr. Powell:

As you know, the Committee adopted a resolution on November 15, 1983, providing for Committee members to issue reports at the conclusion of the Committee's investigation of the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers. Attached is my own staff report on this matter. Please keep the hearing record open for the submission of reports from other Committee members until September 15, 1984, at which time the final record of these hearings should be printed.

Sincerely,

Orrin G. Hatch
Chairman

OGH:jps

The **Chairman**. With that, we will recess this committee until further notice. Thanks to everybody.

[Whereupon, at 12:30 p.m., the committee recessed, to reconvene at the call of the Chair.]

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